

The Office of this JOURNAL and of the WEEKLY REPORTER is now at 12, Cook's-court, Carey-street, W.C.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s. Country 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d.; half law calf, 5s.

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, FEBRUARY 14, 1874.

THE DAILY NEWSPAPERS have printed letters from correspondents on the subject of the polling at the recent elections under the Ballot Act, some of which betray curious misapprehensions on small points, and others relate to matters which perhaps deserve attention.

In the first place complaints are frequent that numbers are written on the ballot papers, and it is assumed that these numbers are the register numbers of the electors. The Act is so clear on this point that it is difficult to believe that any poll clerks or presiding officers could have made the mistake of writing the register number of the electors on the ballot paper and not on the counterfoil, although we believe that this did take place in one at least of the municipal elections. It is more likely that the voters have mistaken the number of reference to the counterfoil, which of course will appear on their ballot papers, for their register number. If the Act is properly carried out, the ballot paper only has on it a number, which affords no identification of the voter using it until after the counterfoil has been inspected.

Another point alluded to is the facility for voting more than once which is afforded by duplicate qualifications. Electors who, having two qualifications for the same borough or county, have received two cards, write innocently to inquire whether or not they are entitled to vote at each polling-place. They will probably be rather surprised to be told that if they did they would be guilty of felony. By the 24th section of the Ballot Act the definition of personation is extended to cover the case of a person who, having voted once at any election, applies at the same election for a ballot paper in his own name, and the same section makes the offence felony, punishable with imprisonment for a term not exceeding two years with hard labour. In practice the question "have you voted before at this election?" is not usually put, but we do not apprehend that this would afford a defence to the voter. Nor would ignorance of the law be a defence, although no doubt, if satisfactorily established, it ought to prevent and would prevent the judge, in the exercise of his discretion, from passing any real punishment.

Another matter to which attention has been called is the vagueness of the provisions for the close of the poll. As things stand at present, if the election happens to be a very close one, its result may depend upon the caprice or favour of the presiding officers, who may, according to their fancy, take or reject the votes of persons who are voting or claiming to vote, but have not put their papers in the box at the time the clock strikes. We pointed this out before the Act passed, but were unable to persuade any one to put in a defining clause. Upon the very first election held under the Act (at Pontefract) attention was drawn to this absurd omission.

A conclusion which the recent elections fairly establish is that in large constituencies some longer time between the nomination and the poll should be allowed. Unless preparations are made for the poll before the nomination,

there will always be a risk of some such *contretemps* as that at Hackney, and of course preparations cannot be made before the nominations except upon an express undertaking by the intending candidates to be responsible for the expenses.

As regards the mode of counting votes, there can be no doubt that experience shows that the method of sorting the papers previously to counting, as described in another column, is the most expeditious and the most convenient in every way.

THE INTELLIGENCE which has reached the Colonial Office from Jamaica of the death of Mr. Ernest A. C. Schalach, Attorney-General of that island, has been received with profound regret among the many, in the legal profession and out of it, who knew and esteemed him. Mr. Schalach was called to the bar by the Inner Temple in 1864, having previously attained the high honour of the studentship awarded by the Council of Legal Education; and he soon afterwards joined the Home Circuit. Among his professional brethren Mr. Schalach soon acquired a singularly high reputation, for no one was ever brought in contact with him without detecting in him the combination in a very rare degree of the qualities which make a great lawyer—clearness and rapidity of thought, breadth of view, with, at the same time, a real mastery of detail, and unwearied assiduity in work. Those who knew him intimately valued still more a high-minded chivalry of nature which the circumstances of his illness and death have nobly illustrated. He was for some years a constant contributor to the columns of this journal, where his accurate knowledge of law, and his keenness in unmasking fallacies, did invaluable service. He was also one of the staff of the *Law Reports* almost from their foundation; and his energy and tact in the capacity of sub-editor, in the early, and therefore difficult, period of the conduct of the undertaking, were universally felt to have contributed largely to its success.

To the world at large Mr. Schalach was less known than he deserved to be. His faculties were rather those of a jurist and a minister than of an advocate, and, like many men of quick and subtle minds, he was apt to be embarrassed by self-criticism. He had, moreover, come to the bar wholly without legal connection, and though the estimate his own profession had formed of him was a certain promise of distinguished success, practice necessarily came to him but slowly. And when, in the beginning of 1871, the post of Attorney-General of Jamaica was offered to him he accepted it. He entered upon the post at a time of great importance for the island. The unhappy events of a few years before had broken up the old order of things. The island Legislature had surrendered its powers to the Crown. And the moment was come at which great reforms of the law and the judicial system were both possible and necessary. To such labours Mr. Schalach's energies were specially directed, and his success was remarkable. These labours have been cut short by his sudden death in the very prime of life. He and his sister, Miss Schalach, have both fallen victims to yellow fever, which attacked them when worn out with attendance upon a friend suffering from the same complaint. In Mr. Schalach the public have lost a servant of rare capacity and devotion. By the very large number who had the privilege of his friendship, and to whom his generous, simple, and affectionate character had rendered him very dear, his loss will be deeply felt.

ONE OF THE SUGGESTIONS made by Mr. Dowdeswell, Q.C., in his paper on the Rules under the Judicature Act is worthy of notice. He contended that as far as possible the parties should conduct the business by communications and requirements between themselves, and that recourse should only be had to the court when these means have failed, and he stated that the delivering of pleadings by the one party to the other, without depositing them by filing or otherwise in court, had been found to work well, and that simple demands and notices had in many in-

stances afforded the parties all they required equally well with rules and orders. There is some truth in this, and there would be more if, as is frequently assumed in discussing the subject of procedure, both parties in all cases had a matter *bonâ fide*, in dispute between them which they were anxious to have decided. This, however, in a large proportion of cases, is not so. Many actions are merely means of enforcing a just claim against a defendant who has no real defence, and who only seeks as far as possible to resist and delay his antagonist. In these cases it is doubtful how far a system in which the parties are left to themselves would answer, and whether it would not in the end be necessary to seek the intervention of the court after much time had been lost in the previous proceedings between the parties. At the same time it is no doubt unfortunate that under the present system time and money are wasted in matters which frequently turn out to be foreign to the merits of the case. It seems to us very doubtful whether a considerable amount of the proceedings at Judges' Chambers are really worth the money that is spent upon them, in the effect they produce upon the ultimate result of a case. With respect to pleadings, for instance, might not the defendant be allowed to plead what he pleased without the necessity of obtaining leave, subject to the liability to have a vexatious or embarrassing plea struck out and to be obliged to pay the costs consequent on the application to strike it out? As it is, Judge's Chambers are the means by which a variety of preliminary matters are settled which might be arranged between any respectable solicitors without any formal proceedings whatever. With reference to the question of pleadings, we cannot but think it a doubtful matter whether the provision of the new Act which requires the pleadings to be printed in the first instance is a judicious one. It seems to us that this will, by making amendments expensive, considerably stand in the way of that freedom of amendment and arrangement between the parties themselves, which seems to be contemplated by Mr. Dowdeswell. It would surely be sufficient that what will correspond to the present *nisi prius* record should be printed when the issue between the parties has finally developed itself.

A SOMEWHAT SHARP CONTROVERSY is pending between Mr. Gerald Fitzgerald and "A Chancery Barrister" in the columns of the *Times*, on the question whether a ballot paper marked with any other mark than the statutory "cross" ought to be held void by the presiding officer. Mr. Fitzgerald affirms that the provisions in the Ballot Act and schedule upon the matter are directory and not imperative, and that any mark will do, so long as it does not identify the voter. "A Chancery Barrister," on the other hand, draws attention to section 28 of the Act providing that the schedules and directions therein shall be construed and have effect as part of the Act, which he, apparently, seems to think renders it at least doubtful whether the directions in the schedule are not imperative. He also points to the provision in section 2 and the 2nd schedule that "if the voter . . . places any mark on the paper by which he may be afterwards identified, his ballot paper will be void, and will not be counted;" and argues that the placing of two crosses, or of any other mark but the one statutory cross in its prescribed place, is sufficiently distinctive for identification. If this is so, it is obvious that it becomes unnecessary to discuss the question whether the words in the schedule are or are not imperative; for whether they are or are not, the identifying mark will invalidate the vote. As to this, there is much force in what is said by "A Chancery Barrister." The examination of the ballot papers is carried on in the presence of the agents of the candidates, and any peculiarity such as the substitution of two crosses for one, or of a tick for a cross, might, at least in a small borough, enable an agent to so arrange matters with a voter that his vote should be identified. There is a distinction between such variations as these and mere irregularities in

the shape or size of a cross, which are obviously unavoidable, and which, amid the multitude of similar irregularities which are sure to occur, would not afford a means of identifying any vote.

A POINT OF SOME INTEREST on the question of costs has been recently decided by the Master of the Rolls in the case of *Brown v. Rye*. The suit was one for foreclosure, the amount of the mortgage debt being £50. At the hearing, the defendant's counsel contended that, as the suit might have been instituted in the county court, the plaintiff ought to be allowed such costs only as he would have recovered in the county court. The judge refused to take this view, pointing out that the Act conferring equitable jurisdiction on the county courts contained no provision such as that in the County Courts Act, 1867, whereby, in order to entitle a plaintiff in an action in the superior courts to costs as a matter of course, he must recover more than £20 if the action be founded on contract, and more than £10 if founded on tort, and if he recover any sum not exceeding the specified sum he is not entitled to any costs unless the judge certifies that there was sufficient reason for bringing such action in such superior court, &c. (30 & 31 Vict. c. 142, s. 5). The force of this reasoning is, perhaps, to some extent weakened by the consideration that the object of the Legislature in conferring jurisdiction in equity on the county courts with a scale of costs less than that in the Court of Chancery was plainly to encourage the bringing of small matters to the less expensive courts, and that, having regard to the flexible and discretionary mode in which the Court of Chancery deals with costs, the Legislature may have thought it unnecessary to enact any rule as to the costs in Chancery of suits which might have been instituted in a county court. In practice, however, we are not disposed to be dissatisfied with the view taken by his Honour in the recent case. The progress of equitable matters in the county courts is attended with a good deal of friction which causes delay and expense, and it is accordingly often found that more time is spent, and little or no money is gained, by resorting to the less experienced Court.

BANKERS' LIABILITY FOR MISREPRESENTATION AS TO CUSTOMERS.

At the time when the case of *Swift v. Winterbotham* (21 W. R. 562, L. R. 8 Q. B. 244) was decided in the Court of Queen's Bench, we abstained from commenting on it at length, understanding that it was on its way to the Exchequer Chamber. That Court has now affirmed the decision against the defendant Goddard, but reversed it as against the bank, and we are not surprised at the result. With respect to the point on which the judgment was affirmed we may refer to the recent case of *Richardson v. Silvester* (22 W. R. 74, L. R. 9 Q. B. 34), in which it was held that a person issuing a false advertisement was liable to anyone of the public addressed who was induced to act upon it to his loss. That case, however, which rather resembles *Bedford v. Bagshawe* (29 L. J. Ex. 59), and *Barry v. Crookley* (2 J. & H. 1), falls short of the present decision, which is, that if a person makes a false representation in answer to an inquiry which he knows may probably have been asked at the instance of some third person, he will be answerable to the person at whose instance it was in fact asked, and to whom his answer is communicated, although he actually knew nothing of that person. Upon the question, however, of what amounts to a fraudulent representation, we must notice a strange misconstruction which has been put upon the case by a leading mercantile paper. Shortly after the trial at Nisi Prius an article appeared in the *Economist* containing a view of the law which, considering the position of that paper, it is worth while to correct. It was there said that an opinion given by a manager in answer to inquiries addressed to him as to the solvency of a customer "must not only be honest, but it must be a reasonable opinion,

according to the position and circumstances of the person answering." Now it is quite true that if an opinion so given is not a reasonable opinion, a jury will be very apt to find that it was not an honest one, and it is also true that in the present case, although the Court of Queen's Bench refused to direct a new trial, the Chief Justice who tried the case acquitted the defendant Goddard of "moral fraud," apparently thinking there was such an inexcusable rashness as to warrant the verdict; but nothing is more certain than that if it is once clearly made out that the opinion is *honest* (that is, honest in itself, and honest in not assuming a knowledge which the person giving it does not possess), the defendant is entitled to a verdict.

But the case of the bank is that which has excited the most interest, and from the remarks made on this subject in the article already referred to, we are not surprised to read in last week's issue of the same paper a comment criticising unfavourably the judgment recently delivered in the Exchequer Chamber. The points on which the Court reversed the judgment of the Court below were two—first, that there was no signature of the bank within Lord Tenterden's Act; and, secondly, that, on the construction of the answer, it was not a representation by the bank at all.

Now upon the first point the plaintiff was reduced to a ludicrous dilemma. It was admitted by the Court below, and clearly held to be law in the Exchequer Chamber, that under Lord Tenterden's Act a personal signature by the person to be charged was necessary. It became necessary, therefore, to say that the signature of the local manager or sub-manager of the branch bank was the personal signature of the bank. Now there is no difficulty in seeing how a man may make himself liable on a contract, and at the same time make another person liable as his principal; he makes himself liable because he contracts in his own name, and he makes his principal liable because his principal has authorised him to contract on his behalf. Here, however, it is only an alternative liability; either of them may sue or be sued upon the contract, but both cannot. There is also no difficulty in seeing how a person may make himself liable for a wrong, and at the same time make the person liable by whose direction or by whose authority he acts. But there is an absurdity amounting to a contradiction in terms in saying that a signature of his own name by one person can be at the same time the *personal* signature of another person. If this was the personal signature of Goddard, how could it be the personal signature of the bank; and if it was the personal signature of the bank, how could it be the personal signature of Goddard? It might be so if Goddard were in fact the bank, as where an individual trades under a partnership name. But in fact no one pretended that he was anything but a servant of the bank; and to say that his signature was the bank's signature amounted to nothing less than a misuse of language for the purpose of repealing the provision of the statute, which requires the signature to be the personal signature of the person to be charged. The position of the plaintiff when once clearly stated seems unarguable, yet the Court below gave judgment for the plaintiff against both the bank and Goddard.

It does not at all surprise us to find that the *Economist* describes this defence as technical; the meaning of which is, that experience having shown the danger of allowing actions to be brought, founded on verbal statements as to the solvency of third persons, the Legislature thought fit, in an Act brought in by a judge peculiarly versed in mercantile law (Lord Tenterden's Act, 9 Geo. 4, c. 14, s. 6), to enact that such actions should not be maintained unless the statement were in writing and signed by the person to be charged therewith; and that having occasion again to consider the matter, they deliberately, with respect to two sections of that Act, allowed the signature of an agent to have the same effect as a personal signature (Mercantile Law Amendment Act, 19 & 20 Vict. c. 97, s. 13); and with respect to two others, the

section in question and the section relating to the acknowledgment of a promise made during infancy, made no change. In these cases, then, of the two links of the evidence on which a defendant is to be made liable (the terms of the promise or representation in respect of which he is to be charged, and the fact that he has made the promise or representation), neither ought, in the judgment of the Legislature, to be left to the perils of verbal evidence. For the benefit of whom does the *Economist* really think these and the like safeguards are enacted, but of the general public, in whose supposed interest it is that they reprobate the defence as technical? The truth is that in none but a technical sense can a person be said to make a representation who does not, in fact, make any representation, and who is ignorant even that the representation is made; and *that*, upon the facts in the present case, was the position of the bank, and is, in truth, the position of banks in general with respect to representations of this kind made by their managers. Whether true or not, it would be at least intelligible to say that they guaranteed the truth or the honesty of such statements, or that, on the principle of *respondent superior*, they were liable for them; but to say that they do in fact make them is to talk nonsense. It is true that in pleading it is the habit to charge the defendant with having done the act which was, in truth, done by his servants; but this is itself a technical mode of statement, which only implies that the defendant is liable for the act, or expresses the legal consequence of the act, but obviously does not state the actual truth. The writer in the *Economist*, who speaks in loose terms, and has evidently never brought his mind to face the real facts of the case, says, "In cases like the present there is certainly, according to the common usage of business men, nothing at all personal." The "common usage of business men" is often appealed to, in order to work strange results; but how a particular person is to make a communication of that which he personally knows, in which there shall be "nothing at all personal," will pass the common apprehension of any one who is not a "business man." And if there is "nothing at all personal" in the communication, it is strange that the unfortunate manager who makes it should (with the full approval of the writer) find himself saddled with something so very personal as a judgment for £3,000 against him. He (that is, the manager of the Sheffield Bank), as an official of one bank, addressed the official of another bank, knowing nothing whatever of the personal knowledge of the latter, but trusting to get the benefit of his official knowledge." We wonder what the writer conceives a man's "official knowledge" to consist in. A man's knowledge may be described as official knowledge in the sense that he is not at liberty to use it except according to the duties of his office, but what does his official knowledge in fact consist in but his personal knowledge acquired in the exercise of his official duties? A bank will take without inquiry any account that is sufficiently large to be remunerative, and that is not to be an overdrawn account, and if a manager take such an account, but privately knows that the customer is not one to whom an overdraft would be allowed if it were asked for, what is the character of his knowledge? is it "personal knowledge" or "official knowledge?" When the matter is examined nothing is more clear than that the manager is applied to as a person who is from his position likely to know the position and credit of those with whose accounts he deals, and that he is bound to answer inquiries, if he answer them at all, according to the truth of his *own personal knowledge* of the matter. Whether, apart from the statute, the bank which he serves would be liable for the falsehood of an answer made by him to such inquiries, in another question; but that question is not answered by assuming something to be the fact which is obviously not the fact. It is only under the influence of the same confusion of ideas which leads to this strange perversion of language that the writer could describe as "legal quibbling" the suggestion

that the manager applied to might have less knowledge than, or a different opinion from, some other official of the bank. The writer indeed speaks as if a bank were under some obligation, for the sake of third persons, to put its managers in possession of whatever knowledge may be possessed by any of its officials as to the credit of every person who may bank at their respective branches. Now nothing is more conceivable than that a director, for instance, or a partner, should be in possession of knowledge which would be material if the customer were to be a customer on an overdrawn account, but which would be of no moment so long as that accommodation was not asked for, and which it might therefore be, for the purposes of the bank, quite unnecessary for the manager to know; but why banks should be under an obligation to take care that all this knowledge should be communicated for the benefit of third persons is not at all clear to a common understanding.

What we have said is applicable to both the grounds on which the Court of Exchequer Chamber reversed the judgment of the Court below. It shows that to speak of the manager's signature as being the signature of the bank is absurd, not only on the short ground that it is not the signature of the bank, but on the ground that it is the opinion of the manager that is really asked for and really given; and it also shows that there is no such absurdity as the *Economist* supposes in reading the answer in question as what it really is, an expression of the writer's own judgment and opinion. There is no parallel whatever between the case of an official speaking in the first person when he is doing some legal act on behalf of the bank, such as making a contract, granting an accommodation, giving time for the payment of a debt, &c., and the case of his expressing his opinion as to the solvency of a customer in answer to an inquiry by a stranger. The latter—that is, the expression of his opinion—is as strictly personal as the former is strictly official, that is, an act done in the exercise of his official power to act for, and on behalf of, the bank. In conclusion, we may add that on a recent occasion the view on this point, which was acted on by the Court of Exchequer Chamber, met with the distinct approval of several members of the Judicial Committee of the Privy Council.

We will not now enter on the wider question, whether on any principle of law a public company, or indeed any person, ought to be held liable to answer in an action for deceit, for a misrepresentation made by an agent. The authorities upon this point are not in a satisfactory state. The case of *Barwick v. English Joint Stock Company* (15 W. R. 877, L. R. 2 Ex. 259), undoubtedly seems to show that such an action may be maintained; but that case is open to the observation that the alleged fraud (which the jury ultimately negatived) was done for the purpose, and had the effect, of procuring from the person said to be deceived the possession of funds; and the declaration had in fact a count for money had and received, which would be applicable to the recovery of money thus improperly obtained. On the facts of the case, therefore, it would have sufficed for the decision to say, that where a person enriches himself at the expense of another by means of the fraud of his agent, he cannot retain the benefit which has been so obtained. And it is the more important to observe this, because in *Western Bank of Scotland v. Addie* (L. R. 1 Sc. Ap. 145, 15 W. R. H. L. Dig. 14), it was laid down, though not decided, in the House of Lords, that, although a company cannot retain a benefit so obtained, they are not answerable in an action for deceit. The question cannot be considered as free from doubt; but the distinction pointed out is certainly a reasonable one, and it was adverted to by Lord Coleridge in the argument of *Swift v. Winterbottom* in the Exchequer Chamber, though it became unnecessary to consider how far the case then before the Court would have been concluded by the case in the same court of *Barwick v. English Joint Stock Bank* (*ubi sup.*).

ARRANGEMENTS FOR COUNTING BALLOT PAPERS AND VOTES.

[COMMUNICATED.]

The *Times* has called attention to the great difference in the time occupied in different boroughs in counting the votes at the recent elections, and to the importance of making such arrangements as will enable the returning officers to declare the result of an election with as little delay as possible. It appears that in Greenwich every vote was counted and recorded separately, and the time occupied from the close of the poll was nine hours, the number of candidates being four, and the votes given 22,977; whilst in Sheffield, with four candidates, and 37,381 votes, the result was returned within six hours from the close of the poll. The saving of time in Sheffield arose from the large number of counting clerks employed; the whole of the poll clerks, 80 in number, assisting in the counting of the votes.

The borough of Liverpool is the largest constituency in the Kingdom, and having five candidates, and the minority clause in operation, it may be interesting to our subscribers who act as the advisers of returning officers, to know the mode of counting adopted there. There had previously been one Parliamentary, one School Board, and two Municipal elections under the Ballot Act, and having the experience gained at these to guide him, the Mayor adopted the system we will endeavour to describe. As our readers are aware, it rests with the agents whether the returning officer can proceed with the counting after seven o'clock p.m., and as in Liverpool one of the agents would not consent to this, the counting of the votes was of necessity adjourned to the following day. The time actually occupied in counting the Ballot papers on the day of election was nearly four hours, including one hour and a quarter during which the Ballot-boxes were being received. The counting of the votes occupied two hours and three-quarters, and if there had been no adjournment the result of the poll would have been declared before eleven p.m. on the day of election.

The Mayor was assisted by thirty-five officers and clerks from the Corporation offices, and seventeen experienced clerks from eight of the principal banks, under the superintendence of the Town Clerk, Borough Treasurer, and Borough Auditor; and the accuracy and expedition with which the counting was completed were, no doubt, to a great extent, due to the remarkable quickness and correctness of the bankers' clerks in counting and recording the votes.

In counting the Ballot papers, an assistant and one or two clerks were assigned to each polling district (twenty-six in number), who counted the Ballot papers taken from each Ballot-box (121 altogether), and entered the numbers on printed forms for each polling district, which were compared by the Borough Auditor with the Ballot paper accounts received from each Presiding Officer. The total number of Ballot papers was 38,494, out of a constituency on the register of 54,952.

In counting the votes, the Ballot papers were distributed amongst twenty-eight assistants, two occupying one side of fourteen separate tables, the other side being appropriated to the candidates' agents. In the first instance the Ballot papers were separated into three heaps, one for the party candidates, "Caine and Rathbone" and "Sandon and Torr," the second containing "cross votes" for any other two candidates, and the third containing "single votes" or "plumpers." The bad or doubtful votes, of which there were about 1,000, were at the same time placed upon files which were taken to the Mayor and adjudicated upon in the presence of the agents. Of these, all, except 286, were eventually allowed. The cross votes were then taken by the clerks who assisted the counting assistants to three separate tables, each having two enumerating and recording clerks, and the single votes to a separate table with two clerks.

All the party votes were counted in packets of a hundred each, and recorded upon sheets prepared for the

purpose, each sheet containing, when filled, 5,000 Ballot papers and 10,000 votes. The cross votes were recorded upon enumeration sheets ruled to contain 300 Ballot papers and 600 votes. These enumeration sheets were divided horizontally into six divisions similar to each other; the candidates' names were printed in the first column, occupying five lines; then followed fifty perpendicular columns, numbered at the head, and in the right hand column five spaces, into which the votes were cast under the names of the respective candidates, the whole being cast up at the bottom of each sheet, showing by the totals amongst which candidates the 600 votes were distributed, and the number given to each. These results were carried to a recapitulation sheet ruled with twenty horizontal lines, each line containing the votes recorded from the 300 Ballot papers on each enumeration sheet. This recapitulation sheet was checked by the number of votes recorded upon it being double the number of the Ballot papers counted and recorded by the enumerating clerks. The single or "plumper" votes were counted in packets of 100 each and recorded on sheets ruled for the purpose with five columns for the respective candidates' names.

The counting of the party votes and plumpers being completed and the cross votes enumerated having been transferred to the recapitulation sheet, the result was recorded upon a sheet containing a summary of the poll, and being also a test sheet. The first column of this sheet contained the total number of Ballot papers counted, taken from fourteen poll sheets, one recapitulation sheet, and one poll sheet for single votes, and from the return of Ballot papers rejected. Then followed five columns for the votes given for the respective candidates, and a column on the right hand for the total number of votes given, taken from each poll sheet and recapitulation sheet, the totals being cast at the foot of the sheet, and showing in the first column the total number of Ballot papers taken from the boxes, in the five next columns the number of votes given for each candidate, and in the last column the total number of votes given, being 74,911. It will be observed that according to this plan all the votes which could be counted in packets were so dealt with, and that only the cross votes were enumerated and recorded separately.

The number of cross votes given was exceedingly small, being only 5,522 out of a total of 74,911, and this circumstance, no doubt, rendered the process of counting shorter than if the party votes had been less numerous and the cross voting greater.

From the experience gained at Liverpool it appears clear that if the returning officers at future elections secure proper assistance, and the agents will waive the right to adjourn, there is no necessity for the constituencies to be kept in suspense as to the result, by postponement of the counting to the day following the election. The number of assistants required will depend in some measure upon the number of candidates and the extent of cross voting and plumping, but with one assistant (accustomed to deal with figures, bills of exchange, and bank notes) or each 1,000 voters on the register, any returning officer should be able to arrive at the result of the poll with accuracy within four or five hours after the Ballot boxes are delivered to him.*

The High Court of Madras, consisting of Justices Holloway and Kernan, has decided that an arrest on a Sunday is perfectly legal.

At the fourth ordinary meeting of the Statistical Society, to be held on Tuesday, the 17th instant, at the society's rooms, 12, St. James's-square, a paper will be read on "Some statistics of costs of justice and legal procedure in England," by F. H. Jahn, Esq., F.L.S.

* All the forms used at the Liverpool Election have been sent to Messrs. Shaw & Sons, of Fetter-lane, who will avail themselves of any suggestion they contain on the re-issue of their election forms previous to the next election.

RECENT DECISIONS.

EQUITY.

COMPANY—SUBSCRIBER OF MEMORANDUM—ARTICLES OF ASSOCIATION.

Dent's case, L.J.J. for V.C.W., 22 W. R. 45; L.C., L. R. 8 Ch. 768.

This was a case respecting payment for shares by a subscriber of the memorandum of association to which the 25th section of the Companies Act, 1867, did not apply. There was no pretence for saying that, as between the company and the subscriber, the shares had been paid for at all, either in money or money's worth, but the shareholder's right to be exempted from payment was sought to be rested on a clause in the articles of association which provided that the shares of each subscriber should be allotted to him as fully paid-up, and on the fact that the particular shares allotted were part of certain shares appropriated to a third party (the company's contractor) as paid up in respect of work done for the company. The principal importance of the case rests in the first point—viz., that the liability incurred by a person who, by subscribing the memorandum, becomes a member of the company, cannot be released by a provision in the articles. A subscriber of the memorandum is by subscription *ipso facto* a member of the company, and, as a member, is by statute placed under liability to make payment to the amount defined by the memorandum. To provide by the articles that this statutory liability shall be considered as discharged when it is not discharged is a merely idle provision, repugnant to the character given by statute to the memorandum, and simply void.

The second point, viz., that the particular shares allotted to Mr. Dent were in fact fully paid-up, as being part of Mr. Ewen, the contractor's, shares, appears to us to originate entirely in a confusion of thought. No doubt if A., being entitled to paid-up shares, has them allotted to B, as his nominee, the shares are in B's hands fully paid-up. This was *Forbes' case* in the same company, in which Lord Selborne gave judgment concurrently with *Dent's case*. B. is in such a case simply in the position of A.'s transferee. But if B. is already the holder of unpaid shares, the allotment or transfer of A.'s shares to him cannot make his unpaid shares into paid shares. Mr. Dent, as a subscriber, was a member in respect of unpaid shares; and when the transaction is examined, the only pretence of payment is this, that Mr. Ewen being minded to make him a present of some paid-up shares, he endeavoured to set off against his liability to pay on one set of shares, the value of the others. Such a transaction is in fact nothing but a purchase by the company of its own shares, and is, in respect of the question of payment or non-payment, exactly a reproduction of *Fothergill's case* (21 W. R. 301, L. R. 8 Ch. 270).

TAXATION OF SOLICITOR'S BILL AFTER TWELVE MONTHS.

In re Elmslie & Co., V.C.B., 22 W. R. 54, L. R. 16 Eq. 326.

The general rule as to the special circumstances on proof of which, under 6 & 7 Vict. c. 73, s. 37, a bill of costs may be ordered to be taxed, has been clearly laid down by Wood, V.C.: "To entitle a client to an order for taxation of his solicitor's bill of costs after the expiration of twelve months from its delivery, he must show one of two things—either pressure or gross overcharge, amounting to what this Court designates as fraud" (*In re Strother*, 5 W. R. 797, 3 K. & J. 328). But although this is useful as expressing the principle on which the Court generally acts, it cannot be looked upon as an exhaustive definition of words so elastic as "special circumstances," and it is therefore advisable for the practitioner to take note of the negative cases which limit the extent of this expression. In this point of view the case of *In re Elmslie & Co.* (*sup.*) is of some value. A

regular bill was delivered by a firm of solicitors to their clients, and at the time when the bill was delivered, and for more than twelve months afterwards, the relation of solicitor and client continued. The clients sought to have the bill taxed after the expiration of this period, and relied upon the continued relation as a special circumstance within the meaning of the 37th section. In support of this contention the cases of *In re Nicholson* (9 W. R. 441, 3 D. F. & J. 93) and *In re F*— (16 W. R. 749), were cited, in which undoubtedly expressions occur which lead to the conclusion that the continuance of the relation might, in conjunction with other circumstances, operate upon the mind of the Court. It is satisfactory to note that in the recent case *Bacon, V.C.*, came to the conclusion that in none of the authorities was it "said or meant to be said" that the continuance of the relation of solicitor and client is of itself sufficient to justify a reference for taxation more than twelve months after the delivery of the bill.

REVIEWS.

ELECTION LAW.

A Guide to Election Law, and the Law and Practice of Election Petitions. By the Hon. CHANDOS LEIGH and H. D. LE MARCHANT, Barristers-at-law. Second edition. Davis & Son. 1874.

This is a second edition of a work first issued in 1870, after the publication of the decisions of the election judges on the petitions resulting from the general election of 1868. It was thus the first in the field of all the works dealing with the decisions of the election judges. It does not profess to treat primarily of the conduct of elections, but rather of the mode and grounds on which elections may be questioned. Incidentally, however, the mode in which elections ought to be conducted is necessarily treated of, and, therefore, the authors have had to issue this new edition incorporating the provisions of the Ballot Act. The decisions since the first edition have been, comparatively speaking, few; and the Ballot Act, though introducing entirely new machinery for elections, has not necessitated extensive alterations in any part of the present work, except in the chapter on Scrutiny. The authors, therefore, start with a great advantage over their rather numerous rivals in the competition, to which the present election has so suddenly given rise for supplying the want of manuals of election law. The lead which they have acquired they will probably maintain. The work is eminently practical, very concise, and yet, if judged according to its aim, very complete. It may be regarded as being at present the standard "Practice of Election Petitions." It gives everything that can be wanted upon questions of practice (at least so far as the practice is at present settled), and it affords a good deal of information also upon questions of law likely to arise on election petitions. It contains a very complete appendix of Acts of Parliament, and all the rules of court. The main points hitherto decided by the election judges, although very shortly given, are very clearly and, so far as we can test them, accurately stated; and where the authors express any opinion of their own—as, for instance, in their comments on the Galway County Case, 1872 (in Banco)—that opinion seems trustworthy, and supported by sound argument and authority. We are, therefore, able very highly to commend this work as one altogether superior to the majority of text-books hastily published to meet a temporary want. At the same time those who purchase it upon this recommendation must not expect to find it an elaborate treatise upon election law in general, or even an absolutely complete digest of all election decisions. Concise statement of principles, with accurate and complete directions upon points of practice appear to be the objects aimed at, and these are attained. The practice, too, as we have already remarked, is that of election pe-

titions rather than of elections. The book is not a competitor with Bushby on Elections, which we recently reviewed, which deals rather with the machinery of election.

Having spoken favourably of the matter of the work, we cannot help making some remarks upon its external appearance. By what authority does it appear emblazoned so conspicuously with the Royal arms? It looks as if it were meant to claim for the book some official authority to which it has really no pretence. The scarlet binding itself is somewhat conspicuous, and unusual in a legal book of practice, but that alone would not call for remark. The binding and the Royal arms together certainly call for comment, and we have been unable satisfactorily to account for their appearance. It is questionable taste, to say the least of it, to dress up in official guise an unofficial work, however well entitled it may be, by its intrinsic merits, to be called a standard one.

The Election Manual; a Concise Digest of the Law of Parliamentary Elections. By L. P. BRICKWOOD and HERBERT CROFT, Barristers-at-law. Virtue, Spalding, & Daldy. 1874.

This is a production which, as the authors themselves tell us, the sudden dissolution of Parliament has brought to a premature birth. Unfortunately it bears traces of this, not only in the omissions of references, which are but partially supplied in the list of *errata*, but also in a somewhat startling absence of beginning or end. We fancy that the authors had written some chapters of their work, and being surprised in the course of their labours, have completed and published the chapters written, without attempting any introduction, and without filling up the outline which they had probably designed. Under these circumstances they should have altered their title. The work really is a digest of the decisions of the election judges on the following branches of election law—viz., agency, bribery, candidate, conduct money and conveyance, corruptly, costs, influence and intimidation, treating. These are the headings of the chapters, and there are no others. It will be seen that they embrace the most important heads under which election petition decisions and *dicta* would be digested, but at the same time they are far from complete even as regards past decisions, while important subjects which must be dealt with in future petitions, such for instance as personation, are entirely omitted. Under the titles above mentioned, copious and probably well selected extracts from the decisions of the various election judges are given. Beyond this the book contains little or nothing, except indeed that the index is, considering the circumstances, a very good one. There are no Acts of Parliament given, and there is nothing about the machinery of elections or the practice of election petition, except in the single matter of costs. Thus the title of *The Election Manual* is certainly too ambitious, but discarding the first part of the title and treating the book as a digest only, it may be recommended to those who have not access to the decisions themselves, as containing the most important passages in them, while to those who are able to refer to the complete reports of the decisions, it may be of some use as an index.

DIRECTORIES.

Thom's Irish Almanack and Official Directory for 1874. Thirty-first annual publication. Dublin: Alexander Thom.

The City of London Directory for 1874. W. H. & L. Collingridge.

Why does Mr. Thom call his book an Irish almanack? It contains, it is true, extremely all and elaborate details with reference to Ireland; at considerably over a third of the bulky volume is occupied with information of general interest, arranged under the headings Foreign

and Colonial, Imperial Parliament, and British Civil Service, Peerage, Baronetage, &c., Navy and Army List, and General Statistics. A more carefully compiled or more complete publication it is difficult to imagine.

The fourth annual issue of the City of London Directory constitutes a perfect compendium of information on all matters and people in the city. Changes and removals are stated to have been recorded to within a fortnight of publication, and the dividends declared by the public companies to January 23 are noted.

WORKS RECEIVED.

The Law and Practice of Election Petitions. By HENRY HARDCASTLE, Barrister-at-Law. Stevens and Haynes. 1874.

A Treatise on the American Law of Easements and Servitudes. By EMORY WASHBURN, LL.D. Third Edition. Boston: Little, Brown, & Co.

The Law of Insurance, as applied to Fire, Accident, Guarantee, and other Non-Maritime Risks. By JOHN WILDER MAY. Boston: Little, Brown, & Co.

The Intermediate Examination Guide. Vol. 2. By E. H. BEDFORD, Solicitor. Butterworths.

NOTES.

Several points of general interest were decided by the Chief Judge in Bankruptcy on Monday last. In *Ex parte Lee* a petition for adjudication of bankruptcy had been presented, founded upon non-compliance with a debtor's summons. Before the hearing of the petition the debtor promised the petitioning creditor to secure his debt by a mortgage, and to pay his other creditors. Relying on the promise, the creditor did not appear upon the hearing of the petition, and it was dismissed for want of prosecution. The debtor then refused to carry out the arrangement. The creditor, under Rule 39 of 1870, obtained special leave to present a new bankruptcy petition, and upon the hearing of this petition the Judge of the Huddersfield County Court dismissed it, on the ground that the act of bankruptcy had been exhausted or condoned by the dismissal of the first petition. The Chief Judge decided that the petition must be heard on its merits.

In *Ex parte Old* the Chief Judge decided that in "prescribing," under section 125, sub-section 3, of the Bankruptcy Act, 1869, "the bank into which the trustee is to pay any moneys received by him," the creditors under a liquidation need not pass a formal resolution, but may "prescribe" the bank verbally, evidence of their having done so being receivable. In the same case his Lordship held that the provisions of section 20 of the Act as to the audit of the accounts of the trustee, apply to liquidation just as they do to bankruptcy proper.

In *Re Peacock* a question as to the rights of an execution creditor again arose. At the time when a trader filed his liquidation petition, the sheriff was in possession of his goods under two writs. The execution which was levied first was for a debt of more than £50; the second execution was for a debt under £50. No sale had been made by the sheriff. No claim was made by the execution creditor for the debt exceeding £50, but the creditor for the debt under that amount claimed to be entitled to the proceeds of his execution. The Chief Judge, following *Slater v. Pinder*, 19 W. R. 773, held that he was entitled to the proceeds of the execution.

We find in the report of the Birmingham Law Society the following remarks on Tribunals of Commerce. The Judicature Commissioners will doubtless have received many similar replies, but few, we fancy, more neatly or tersely expressed:—

"The Judicature Commissioners having issued a series of questions with reference to the desirability of the establishment of Tribunals of Commerce, and requested the answers of your committee thereto, your committee unanimously concurred in replying—That it was undesirable to establish Tribunals of Commerce or any special

tribunal for the trial of commercial cases, the reasons for such opinion being that all cases, whether commercial or otherwise, ought to be decided according to law and by the ordinary tribunals, unless the parties by mutual consent choose to substitute an arbitrator with unlimited discretion—in fact, a friendly mediator; and that if the existing tribunals are not competent or convenient tribunals for the decision of commercial questions of any complexity (and it was conceded that in some instances they are not), they conceived the true remedy to be, not to create a new or nondescript tribunal, which would combine the defects of a judicial tribunal and a non-judicial arbitrator without the benefits of either, but to improve the procedure of ordinary tribunals."

With regard to the new scale of commission the Committee remark:—

"A revised scale of charges by commission was submitted to your committee for consideration by the Council of the Incorporated Law Society. Your committee approving, as they do, of the principle of charging by commission, urged in reply that action should be taken to obtain legal sanction to the principle before settling the details. This sanction cannot now be long withheld, and your committee are glad to find the scale adopted by them in conjunction with other provincial law societies in such general use, and with, so far as their information goes, satisfaction to the client as well as the practitioner."

The *Daily News* points out that during the tenure of office of the present Government the elevations to the bench of Parliamentary supporters have been few. Besides Lord Moncrieff and Sir Robert Collier, the members of the late Parliament appointed to judgeships were Lord Coleridge, Sir George Jessel, Mr. Sullivan, Mr. Baron Dowse, and Mr. Justice Denman. The majority of the appointments both to the Chancery and Common Law Bench have certainly, as our contemporaries avers, been honourably distinguished by absence of political bias. Not one of the three Lords Justices or of the three Vice-Chancellors selected can be said to have been active politicians. Three out of the four judges of the Judicial Committee and five of the Common Law judges were not in Parliament, and the latest appointment to the Common Law bench is an instance of the promotion of a political opponent.

GENERAL CORRESPONDENCE.

CLOSE OF THE POLL.

[To the Editor of the Solicitors' Journal.]

Sir,—“Lex,” I see, writes to the *Times* to know what the “close of the poll” under the new Ballot Act means, and asks whether it is—

1. That all voters who are inside the polling-room at four o'clock (boroughs) or five o'clock (counties) are entitled to have ballot papers issued to them and their votes taken; or

2. That no voting papers be delivered out after these hours (even though voters are in waiting for them), but that all ballot papers then issued may be received and counted; or

3. That no ballot papers though issued, may be put into the boxes after those hours, and consequently no such votes may be counted.

The writer goes on to say that where, as at the Bath election (with probably some thirty or forty polling stations), there were only six votes between the successful and unsuccessful candidates, the particular rule observed might make all the difference.

The same question has occurred to myself, and I should be glad of an authoritative solution of it. My own opinion is that the third suggestion is the correct one, viz., that the vote is not complete till it is recorded, viz., until it is “boxed,” which I take to be analogous to the sworn poll clerk, under the old system, actually writing down the vote in his book, in answer to the deputy-sheriff's question to a voter as to whom he voted for, and that consequently no

voting papers ought to be received and boxed after four (or five) o'clock.

Is there any authority on the question?

10th February.

A SUBSCRIBER.

[We have referred elsewhere to the point raised by our correspondent, but we may add here that we are not aware of any authority upon it. Before the Ballot Act there was no defined mode of closing the poll, and as none is prescribed by the Act, the meaning of the term "close of the poll" is left unsettled. Upon principle, however, there seems to be little doubt that our correspondent is correct in the view he takes of the matter. The "close of the poll" cannot mean simply closing the door of the polling booth or the cessation of the delivery out of voting papers. It must surely mean the cessation of voting, and as the placing of the marked paper in the box is an essential part of the act of voting, and of the duty of the voter, papers not "boxed" before four (or five) o'clock ought not to be counted.—Ed. S. J.]

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord ROMILLY.)

Oct. 29, 30; Nov. 26.—*Re European Assurance Society, D'Ouseley's case.*

Life assurance company—Purchase of shares by married women—Separate estate—Liability of husband—Winding up—Contributories.

M., the wife of D., having had £1,000 bequeathed to her, was permitted by her husband to receive and deal with it as she pleased. She invested a part of this sum in shares of the E. Assurance Society, and was put on the register of shareholders, and received dividends in her own right. Certain calls on the shares not having been paid, D., to avoid legal proceedings which were threatened against him by the society, entered into an arrangement of compromise, which was only partly carried out on his part, for the satisfaction of any liability to which he might be subject upon the shares. Upon the society being wound up, it was

Held, that D. was properly put on the list of contributories in respect of the shares.

The question in this case was whether Richard Standish D'Ouseley ought to be settled on the list of contributories of the European Assurance Society in respect of 800 shares in the society, which his wife, Mary D'Ouseley, purchased in the year 1867 out of money purporting to form part of her separate estate.

The 92nd clause of the European Society's deed of settlement provided as follows:—"That the husband of any female shareholder, or the executors or administrators of any deceased shareholder, shall not in those capacities be a shareholder or shareholders in respect of any share or shares which belong to his wife, or his, her, or their testator or intestate; but such husband, or executors or administrators, or any one or more of such executors or administrators may, in the manner and upon the terms hereinafter mentioned, either become a shareholder or shareholders, or procure some person or persons to become a shareholder or shareholders in respect of such share or shares or any of them, yet nothing in these presents contained shall take away or be construed to take away the liabilities of such husband, or executors or administrators in those capacities, or of the estate of such female, or deceased shareholder in respect of such share or shares." The 93rd clause also provided:—"That if the husband of any female shareholder, or the executors or administrators of any deceased shareholder, or any one or more of such executors or administrators shall be desirous of becoming a shareholder or shareholders in respect of all or any of the shares which belonged to his or their wife, testator, or intestate, and he or they shall respectively give notice under his or their hand or hands at the office of the company of such his or their desire, and shall describe in such notices his or their name or names, profession, or calling, or professions or callings, and place or places of abode,

and the number of shares in respect of which he or they is or are desirous of becoming a shareholder or shareholders, such husband or executors or administering executor or administrators, shall, upon executing, at the office of the company, or at such other place as the board of directors or committee appointed, as thereafter provided, for the approval of shareholders shall require, a deed of covenant to abide by the provisions of this deed and other the rules and regulations of the company in respect of the share or shares for or in respect of which he or they shall have given such notice, and paying the arrears (if any) of any instalment or call actually due and payable on such share or shares, be entitled to call upon the board of directors to enter his or their name or names in the aforesaid share register book, as proprietor or proprietors of such share or shares, and upon such entry being made, he or they shall become the proprietor or proprietors thereof, and the board shall accordingly cause such entry to be made."

Richard T. D'Ouseley, who was an officer in the Custom House, Douglas, in the Isle of Man, was married to his wife, Mary D'Ouseley, in 1850, there being no settlement made previous thereto. In January, 1867, he became entitled in right of his wife to a sum of £1,000, and also to a portion of certain personal effects, bequeathed to her by the will of her aunt. This sum was, however, with his assent, paid by the executors of the will to Mary D'Ouseley on her own receipt, and for her separate use and benefit, and was dealt with by her, without any interference on the part of her husband, as her separate and independent property.

In September and October, 1867, she, on the advice of a friend, invested £326 6s., part of the £1,000, in the purchase of 800 shares in the European Society. This purchase was made by her, through Mr. J. Crompton, a local agent of the society at Liverpool, who was acquainted with her husband, and was aware that she was a married woman, and that she purchased the shares out of money belonging to her separate estate. On the purchase being completed, Mrs. D'Ouseley received the scrip certificates of the 800 shares, which she retained in her own possession till the winding up of the society, and her name was put on the register of shareholders of the society in respect of the 800 shares. She also received, and applied for her own sole use, the dividends periodically arising from the shares, and the society always took her sole receipt, and dealt with her as the owner of the shares in her own right.

In December, 1868, R. S. D'Ouseley sent the following letter to the manager of the society:—

"Dear Sir,—Mrs. D'Ouseley being desirous to realise the amount of the shares standing in her name in the European Insurance Company, requested me to speak to Mr. Crompton on the subject. I have his letter, received this evening, referring me to you on the subject.

Mrs. D'Ouseley would feel obliged if you would cause her shares to be placed in the market for sale, and trusts you may realise the amount paid for them, and oblige yours very truly,
RICHARD S. D'OUSELEY."

No sale of the shares was, however, made.

Previous to September, 1870, certain calls upon the shares, amounting to £200, were made by the society, but no notice thereof was ever given to R. S. D'Ouseley. During that month, however, Bunn, an accredited agent of the society, called on him, and informed him that he was authorised to demand payment of the calls upon the shares, and also to make an arrangement for the compromise thereof. On R. S. D'Ouseley's denying that he was the owner of the shares, or liable upon them, Bunn stated that he was so, and that proceedings would, in default of payment, be forthwith taken against him, when, under the law in the Isle of Man, he would be subject to arrest. D'Ouseley, being of opinion that if proceedings were taken against him they might cause the loss of his situation in H. M. Customs, at length consented to give Bunn promissory notes for £600, to become due at various dates, extending over six years. This compromise was understood to put an end to all past and future liability of D'Ouseley upon the shares, subject to the notes being met at maturity, in default of which his liability was to remain to the extent of the calls not actually paid. Three of these promissory notes, amounting to £100, were met by D'Ouseley, but on the fourth becoming due, in September, 1873, he repu-

* Reported by W. BOUSFIELD, Esq., Barrister-at-law.

diated his liability, and refused to meet it or the other notes. Proceedings were taken by the society against D'Ouseley, but were afterwards discontinued.

On the society being ordered to be wound up in January, 1872, Mary D'Ouseley was put on the list of contributories in respect of the 800 shares, but in March, 1873, her husband received notice that he had been put on the list in his own right in respect of them.

R. S. D'Ouseley now contended (1) that he had never purchased, held, or agreed to purchase, or had authorised his wife to purchase or hold any share in the society; (2) that he had never done or agreed to do any of the acts which the deed of settlement required to be done by the husband of a female shareholder before he could become a shareholder; (3) that the compromise, under which he gave promissory notes, was made by him in ignorance of his rights, which could not be thereby prejudiced, and that his name ought to be removed from the list of contributories of the society in respect of the shares.

The joint official liquidator, on the other hand, contended that R. S. D'Ouseley was rightly placed upon the list of contributories.

Everitt, for R. S. D'Ouseley, cited *Re Leeds Banking Company, Matthewman's case*, 15 W. R. 146, L. R. 3 Eq. 781; *Shattock v. Shattock*, 14 W. R. 600, L. R. 2 Eq. 182; *Grant v. Grant*, 13 W. R. 1057, 34 Beav. 623; *Re Northumberland Banking Company, Ex parte Rhodes*, 7 W. R. 510; *Re North of England Banking Company, Angas' case*, 1 De G. & S. 560; *Broughton v. Hutt*, 7 W. R. 166, 3 De G. & J. 501; *Re Bank of Hindustan, Harrison's case*, 19 W. R. 572, L. R. 6 Ch. 286.

Higgins, Q.C., and *Cookson*, for the joint official liquidator of the European Society, cited *Re Northumberland Banking Company, Luard's case*, 8 W. R. 297, 1 De G. F. & J. 533, and *Searisbrick's case*.

Lord ROMILLY said:—This case is a very hard one. An aunt of Mr. D'Ouseley's wife, in January, 1867, bequeathed to his wife a portion of her trinkets, jewels, furniture, prints, pictures, drawings, and books, and also a sum of £1,000. Mr. D'Ouseley consented to his wife receiving this legacy and employing it as she thought fit. She was informed, not by her husband, but by another person, that the money might be safely invested in European shares, and accordingly she applied to Mr. Crompton, an agent of the society, and bought the shares in her own name, and as her own separate estate. She received all the dividends, and her husband never dealt with them at all. Now that the society is being wound up a claim is made upon him for the calls in respect of these shares. He, ignorant, as he says, of the state of the law, and believing himself liable, entered into a compromise, by which he gave promissory notes to the amount of £600 in discharge of all his liability, under the fear of process issuing out of the court of the Isle of Man. He now contests his liability, and the matter is brought before me. I grieve to say that, in my opinion, there is no doubt as to his liability. The legacy of £1,000 was, in law, his property. He could give a discharge for it, and his allowing his wife to invest the money does not prevent his being liable in the same manner as if any other agent had invested it for him. I think the case is a very hard one. In consequence of its being so I delayed, hoping that I might be able to find some mode of rescuing him from the difficulty into which his wife, dealing with this money by his consent and with his concurrence, has placed him, but I have not been able to find any means of doing so. However, I consider it so hard a case that I shall give no costs against him.

Everitt.—As to the £600 for which he gave notes, it was accepted as a sort of compromise.

Lord ROMILLY.—That is a totally different question. He must make a fresh application, if he insists on it, respecting the notes.

Solicitors, *Mercer & Mercer*; *Thomas Johnstone*.

COURT OF BANKRUPTCY.

(Before Mr. Registrar MURRAY, sitting as Chief Judge.)

Feb. 4.—*Ex parte Cohen, Re Cohen*.

New first meeting of creditors allowed in a case where liquidation by arrangement has been resolved upon; the accountant engaged in the preparation of the statement having

inadvertently included debts not due and excluded the names of persons claiming to be creditors.

This was an application that a first meeting of creditors should be held in substitution for one which had already taken place.

The debtor filed a petition for liquidation on the 8th January, and at the first meeting of creditors, held on the 27th, a resolution was passed unanimously in favour of a liquidation by arrangement.

It afterwards proved that certain persons to whom notice of the meeting had been sent were not in fact creditors at all, and the debtor had received claims for demurrage, of which the particulars were not entered in his accounts, because he denied his liability, and the accountant engaged in the matter advised him not to insert them.

Doria, in support of the application.—The resolution having become invalid through mere inadvertence on the part of the accountant, the Court may properly interfere by allowing a new meeting to be held.

MURRAY, Registrar.—The present seems to be one of those exceptional cases not coming within the principle of *Ex parte Cobb*, *Re Sedley*, 21 W. R. 777, and I think a new first meeting may properly be allowed, with leave to use the old proofs and proxies.

Solicitor, *Christman*.

[See *Ex parte Cadot and Johnstone, Re Cadot and Johnstone*, ante p. 47.]

COUNTY COURTS.

BURNLEY.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

Jan. 30.—*Lord v. Hardman*.

A power-loom weaver paid by piece work, but bound not to leave his employment without giving seven days' notice in writing, is not entitled, in the absence of express contract, to damages for loss of wages, through his not being fully supplied by his employer with materials for his loom, where the deficient supply was not occasioned by the wilful refusal or negligence of the employer.

Deans (Blackburn), appeared for the plaintiff, and *Baldwin* (Burnley), for the defendant.

HIS HONOUR said.—This action is brought to recover the sum of 10s. 6d. as damages for loss of wages to the plaintiff, through an alleged breach of contract by the defendant. The plaintiff is a power-loom weaver, and the defendant is a manufacturer occupying room and power in a mill in Burnley, in which he has 170 looms, upon which from 40 to 50 weavers are employed, all of whom are paid by piece work, according to an agreed list of prices. The wages are paid weekly, and are made up to the Wednesday and paid on the following Saturday in each week, and the amount of wages payable to each weaver necessarily depends upon the quantity of work done by him during the week. The following is a copy of the rules in force at the defendant's mill, which regulate the terms on which the plaintiff was employed:—

Notice.—All persons employed in these works are required to give seven days' notice in writing at the counting-house before leaving their employ, and seven days' notice in writing will be given by the undersigned before the discharge of any person from such employ, except in the event of any person being guilty of wilful neglect or spoiling of work, disobedience of orders, or any misdemeanour, in which case the person offending will be liable to immediate discharge, and on proof of wilful damage to forfeit any wages that may be due at the time of such discharge. All notices to be given on Wednesday night before six o'clock. Any persons being absent from work without a substitute will be considered to have left without notice. Any persons leaving without notice will forfeit all wages due to them.

(Signed) RICHARD HARDMAN.

The plaintiff entered upon his employment as a power-loom weaver, having four looms under his management, and on the Monday in the first week of his employment his looms were stopped for two hours for want of weft. And he was stopped all day on the following Wednesday from the same cause. On that day he gave the defendant the seven days' notice in writing required by the rules to leave his employ. He was supplied with weft on the following day (Thursday), but he had none on Friday or Saturday, and notice

was given by the defendant that the weavers need not come till after breakfast time on the following Monday. At that time the plaintiff attended his employment again, and he was supplied with weft and warp for his looms from that time till the following Wednesday night, when his employment terminated according to his notice. Upon his wages account being made up to that time the quantity of work done being less than it would have been if he had had a continued supply of weft, the amount of wages payable to him was less than he would have been able and expected to have earned by the sum claimed, namely, 10s. 6d., which he demanded of defendant and defendant refused to pay. The case as at first opened on behalf of the plaintiff was that the non-supply of weft was attributable to the wilful refusal or neglect of the defendant to supply it. The evidence however failed to establish the fact either of wilful refusal or neglect. [His honour referred at length to the evidence on this point and proceeded.]

I am satisfied therefore that what the defendant did he did according to the usual course of business, and he acted for the best for his own interest and for the interest of the plaintiff and the other weavers in the same employment, and he was not in my opinion bound to do more.

It was then contended for the plaintiff that the contract between him and the defendant involved an obligation on the part of the defendant to keep the plaintiff supplied with sufficient material to enable him to keep his looms going during the whole period of his employment, so as to enable him to do as much work as the looms were capable of turning out under his management, and thereby secure for himself as large an amount of wages as his skill and industry would enable him to earn. And it was further contended that this obligation was absolute, and that the plaintiff ought not to be affected by any circumstances which might occasion the deficient supply, though those circumstances might be beyond the control of the defendant, and though they actually arose out of the ordinary hazards and risks of the trade; and in short, that the defendant must be considered as insuring the plaintiff constant remunerative employment and as taking all risks and hazards upon himself.

Two cases were cited and relied upon by Mr. Deane on behalf of the plaintiff as authorities for the principle of the implied absolute obligation for which the plaintiff contends. The first case was *Pilkington v. Scott*, 15 M. & W. 657 (the circumstances of which his Honour stated). That case merely decided that on the agreement in question there arose an obligation on the part of the master to find employment for the workman, but the extent of the obligation, which is the question in this case, was not decided or even discussed. The other case relied upon was *R. v. Welch*, 2 E. & B. 357. Some expressions of Lord Campbell in that case were strongly relied on by Mr. Deane as justifying his contention that there was in this case an implied obligation on the part of the defendant to find work, arising from the fact that by the terms of the agreement the defendant had stipulated for seven days' notice being given by the plaintiff before he could leave his employment. But when Lord Campbell says that there is an implied obligation on the employer to find work, he limits that obligation to finding reasonable employment according to the circumstances of the trade. The question as to what is reasonable employment is left undetermined, as it must depend upon the circumstances of each case. All that was decided in that case, as in the case of *Pilkington v. Scott*, was that there was a sufficient consideration upon the face of the agreement to enable the Court to say that it was not void for want of mutuality, and thus afford an excuse to the workman for a breach of his contract. I cannot regard either case as an authority for the contention raised here. Admitting that the provision in the rules which requires the plaintiff to give seven days' notice before leaving his employment raises an implied obligation on the part of the defendant to find the plaintiff employment, the case of *R. v. Welch* decides that that is reasonable employment according to the circumstances of the trade. Now, what that reasonable employment is is a question of fact to be determined by evidence—it is not a question of law to be deduced from the terms of the contract or the nature of its provisions. The parties might by express stipulation define what should be the limits and extent of the obligation, but those limits and extent, if intended to modify or increase the limit and extent prescribed by law, would depend upon the mutual intention of the parties, and should therefore be made the subject of express stipulation. In the case of

Aspden v. Austin, 5 Q. B., 684, Lord Denman, in delivering a considered judgment of the Court, speaks of the danger and impropriety of implying terms that might, if intended, be made the subject of express stipulation. Those remarks, resting upon such high judicial authority, are, as it seems to me, pointedly applicable to the present case. The rules, after providing for seven days' notice being given on each side before determining the employment, expressly provide that any person being absent from work without a substitute will be considered to have left without notice, and any persons leaving without notice will forfeit all wages due to them. The plaintiff's contention would require that there should be considered as inserted in the rules a converse provision to this effect, "That if from any cause a weaver paid by piece work shall not be kept constantly supplied with weft and warp in his loom the employer shall pay him by way of damages such a sum as he might have earned as wages for the work he might have done if his looms had been kept constantly supplied with weft and warp." Such a provision might, of course, be the subject of express agreement, but for the law to imply it against the defendant and without his consent would be unjust. The defendant might and did say such a provision is contrary to the universal and well-known usage of the particular industry, as was proved to be the fact in this case.

The result which I have arrived at is that as a fact the plaintiff has had reasonable employment according to the circumstances of the trade, that his further claim is unsupported by any decided case, and is not warranted by any sound principle recognised by law as applicable to the construction of this contract. I should not have considered it necessary to have entered into the case at such length, as I believe I decided the same point the same way in a case some time since at Clitheroe, but I was informed that in this case the claim had been brought forward at the instance and in the interest of the general body of weavers in this district who are paid by piece work, with the view of having their rights in this matter settled by the decision of a court which it will be their duty to respect.

Judgment for defendant with costs. Leave was granted to appeal.

APPOINTMENTS.

MR. WOODTHORPE BRANDON, barrister-at-law, has been appointed Assistant-Judge of the Mayor's Court at a salary of £1,600 a-year, to include remuneration for all duties appertaining to the office, and which might hereafter accrue or arise under any present or future Act or Acts of Parliament, Orders in Council, or otherwise, relating to the Court or its procedure. Mr. Brandon was called to the bar at the Middle Temple in Michaelmas Term, 1851, and has held the office of Registrar of the Mayor's Court.

OBITUARY.

MR. HERMAN MERIVALE, C.B.

The death of Mr. Herman Merivale, C.B., barrister-at-law, Under-Secretary of State for India, took place on the 8th February, at the age of sixty-eight years. He was the eldest son of the late Mr. John Herman Merivale, barrister-at-law, and was born in the year 1806, and received his early education at Harrow School, and Oriel and Trinity Colleges, Oxford. His career at the University was one of great distinction. He was Ireland scholar in 1825, and first-class in classics in 1827. In 1828 he obtained a fellowship at Balliol, and subsequently won the Chancellor's prize for the English essay. Mr. Merivale was called to the Bar at the Inner Temple on the 16th November, 1832, and was afterwards appointed Professor of Political Economy in the University of Oxford. He practised on the Western Circuit, and held the Recordships of Penzance, Falmouth, and Helston, from 1841 to 1847. In the following year he was nominated Under-Secretary of State for the Colonies, on the retirement of the Right Hon. Sir. James Stephen; and in 1859 he was transferred to the India Office as Under-Secretary of State, being in the same year nominated to a civil Companionship of the Bath. Mr. Merivale was the author of "Lectures on Colonization and the Colonies," delivered during his Professorship of Political Economy at Oxford, which were published in 1860, and his work on

"Historical Studies" appeared in 1865. He recently also completed a "Life of Sir Henry Lawrence," which was commenced by the late Sir Herbert Edwardes, and also a "Life of Sir Philip Francis." The late Mr. Merivale married, in 1884, Caroline Penelope, daughter of the Rev. William Villiers Robinson, and sister of the late Rev. Sir George Stamp Robinson, Bart.

SOCIETIES AND INSTITUTIONS.

LAW AMENDMENT SOCIETY.

THE RULES UNDER THE JUDICATURE ACT.

On Monday evening last Mr. G. M. Dowdeswell, Q.C., read a paper on "Rules of Practice and Procedure to be Framed under the Judicature Act, 1873," at the rooms of the Law Amendment Society, 1, Adam-street, Adelphi.

The chair was taken by Mr. Joseph Brown, Q.C., and amongst those present were Mr. Webster, Q.C., Mr. A. E. Miller, Q.C., Mr. Kimber, Mr. White, and Mr. Ryalls.

In the course of Mr. Dowdeswell's remarks he said that to everyone who would take the trouble attentively to read the Judicature Act, it would become quite manifest that the successful working of that measure would depend, in a great degree, upon the regulations which might be made, and remained to be made, for carrying its provisions into effect. It ordained tribunals; it declared their functions; it laid down broad principles for the administration by them of law and equity indifferently; it constituted offices and officers; and then, after declaring that the rules contained in the schedule to the Act should for the present regulate all proceedings, substantially left all other matters to be governed by rules which were yet to be framed. The schedule contained a very meagre and imperfect set of ordinances called "Rules of Procedure." The principal of these—that all suits should be instituted by a proceeding called an action; that this should be commenced by writ; that the pleadings should contain a brief statement of the matters in controversy; that judgment might be signed thereupon; that the evidence should be oral; and that all costs should be in the discretion of the Court: these were, for the present, to prevail; but in the main all other procedure, as well as the forms of those matters mentioned in the schedule, were to be governed by rules to be framed. Hence it would be obvious that, to a very great extent, this was amenable to the same objection as proved fatal to the measure introduced by Lord Hatherley. Very probably this was found to be a matter of necessity, and the objection had been sought to be obviated by ordaining that her Majesty might cause the rules to be framed with the advice of the Lord Chancellor and the Lord Chief Justice and the judges, and giving to those rules a kind of semi-legislative authority. With this view they were to be laid before each House of Parliament, and any of them might be annulled by the Queen upon an address presented by either House. The interval of time allowed for the presentation of this address was only forty days, and when this, as well as the nature of the matter and the constitution of the body thus to revise them, was considered—unless there be some flagrant error, or gross injustice would manifestly ensue—which was not probable—the rules, as laid before Parliament, would, no doubt, prevail. Hence the timely consideration of several questions became most important.

What, then, were the provisions of the Act which were paramount, and could not be altered by the rules? In the earlier sections of the statute power was conferred on the High Court and the Court of Appeal to make rules as to the method and time in which the business should be conducted. These rules were matters rather of convenience and order than of the substance of litigation. The principal section which required consideration was the 68th, taken in conjunction with the 69th and 74th, and the schedule to the Act. The 74th section ordains that the Supreme Court, with the concurrence of the majority of the judges, of whom the Lord Chancellor should be one, assembled at a special meeting for the purpose, might alter or annul any rules of court; and the concluding part of the 69th section expressly declares that the rules in the schedule should be considered such. It should be understood that henceforth the Supreme Court, with such concurrence, had

entire control over everything connected with actions, and, subject to an address from Parliament, might entirely change the forms, the pleadings, the mode of trial, and the entire system of procedure with very few exceptions. There was a vast new power thus vested in a court, for which there was no precedent in the history of this country. It was certainly a power, the exercise of which should be carefully watched by the assemblies who were entrusted with a control over it.

He would now pass to the consideration of some of the broad general principles which ought to form the paramount consideration in framing the rules under the 68th section. In the first place, the grand objects should be steadily kept in view, viz, the ascertainment of the matters really in controversy between the parties, the righteous, speedy, and cheap decision of them, and finally, the effectual enforcement of the decrees of the tribunal. That rules the compliance with which would necessarily, to a great extent, devolve on persons in subordinate stations, or young men learning the profession, should be simple and plain in their language, was so obvious a remark that it seemed almost unnecessary to make it. They should be couched in the fewest possible words, and the verbiage, which had hitherto unfortunately characterised many of our legal proceedings, should be avoided. Many of the rules established in the courts of law, under the Common Law Procedure Acts, had worked extremely well, and most practitioners were thoroughly conversant with them, and very little difficulty would be experienced in adapting them to the new state of the law. It seemed to him, therefore, expedient that what was really useful in the old system should not be disregarded, but wherever it conveniently could be done, should be moulded for use in the future. As far as possible, the parties—by communications and requirements between themselves—should conduct the business, and recourse should only be had to the aid of the Court when they failed. The delivery, for instance, of pleadings by the one party to the other without depositing them, by filing or otherwise, in court, had been found to work well, and simple demands and notices had been found, in many instances, to afford the parties all they required equally well with rules or orders. The multiplication of summonses and orders had become a very heavy tax upon suitors; there was a great temptation for this, and these who had occasion to analyse attorneys' bills in actions could not fail to have observed how serious was the charge in this respect. The suitor required protection, not so much against the person whom he might select as his legal adviser, as against a person chosen adversely to him, who too frequently was determined to make the most he could out of the transaction. Power should be given to a party to dispense with any thing which was provided simply for his benefit, and this would be only in furtherance of the spirit of the Act, evinced by the provision that a defendant might dispense with a statement of the complaint against him. No proceeding or formality should be required which was not absolutely necessary for the orderly and effectual conduct of the proceedings. Hitherto in many cases things had been required to be done from which the suitors derived no benefit whatever, and with which they were willing to dispense, simply for the purpose of exacting fees of court. If they could not have free courts, at all events let the scandal of exacting fees for useless purposes be avoided. Let an action be no longer regarded as a transaction to be carried on, as judges had sometimes offensively expressed it, "according to the rules of the game," in which chance might prevail, but as a solemn, straightforward proceeding in which men's rights were to be adjusted and wrongs redressed.

In the discussion which followed Mr. RYALLS expressed an opinion that the more speedy and cheap the remedy given the greater would be the resort to lawyers.

The CHAIRMAN expressed the utter absence of regret with which he, an old special pleader, saw the whole system of pleading abolished. He thought the Judicature Act would have one good effect by giving more work to special pleaders and junior counsel.

Mr. ROSS denounced the word "Fusion," the disastrous character of which, he said, was only exceeded by the disastrous nature of its practical application by Act of Parliament.

Mr. A. E. MILLER, Q.C., proposed a vote of thanks to the reader of the paper, which was carried, and the proceedings terminated.

LEGAL EDUCATION ASSOCIATION.

At a meeting of the executive committee, held on the 6th of February, present—Baron Amplett (in the chair), Mr. Justice Quain, Professor Sheldon Amos, Mr. Westlake, Mr. Freshfield, Mr. Burton, Mr. C. Harrison, jun., and several other members of both branches of the profession, Baron Amplett resigned the office of president of the association; Mr. A. G. Marten, Q.C., M.P., and Mr. F. T. Bircham were elected members of the executive committee; and the following members of the association were appointed a sub-committee to consider and report upon the draft of a bill having for its object the incorporation of a general School of Law:—Baron Amplett, Mr. Justice Quain, Professor Sheldon Amos, Mr. Bryce, Mr. Burton, Mr. Claben, Mr. Farrer, Mr. Freshfield, Mr. Janson, Mr. Jevons, Mr. Longbourne, Mr. J. C. Mathew, Mr. Ralph Palmer, Mr. Ryland, Mr. Fitzjames Stephen, Q.C., Mr. Westlake, Q.C., Mr. Arthur Williams.

BIRMINGHAM LAW SOCIETY.

The annual meeting of this Society was held at the Queen's Hotel, Birmingham, on 30th January; Mr. W. S. HARDING (vice-president) in the chair.

The report, which was taken as read, stated that the number of members was 163 as against 160 for the year 1872.

The committee had sought to maintain the efficiency of the library by purchasing the principal legal works published during the year, and in addition to the Inclosure Acts referred to in the report of the committee for the year 1872, the committee had now been able to acquire, as they believed, all the local and personal Acts relating to the counties of Warwick Worcester, and Stafford, from the 1st Geo. 2, to the present time, with a very large collection of canal, railway, and road Acts affecting the midland counties. The expectation the committee had of being able to commence the liquidation of the large balance due from the society to the honorary treasurer had not been realised, the whole of the income for the year having been absorbed in further additions to the library which it appeared most expedient to make before the publication of the new catalogue, which was now in the hands of members. The number and value of the additions would be seen by a cursory inspection of the catalogue, which had grown from a mere pamphlet into a volume. During the year four examinations had been held in Birmingham, and Mr. C. T. Saunders had supplied the following statistics of the results:—Number of candidates presented, 60; passed, 42; postponed, 7; absent, 11. Mr. W. Evans and Mr. C. T. Saunders attended a meeting of deputations from the Associated Provincial Law Societies, held at Manchester, with regard to the Supreme Court of Judicature Act, and a sub-committee at such meeting was appointed to bring under the notice of the Lord Chancellor the suggestions then agreed upon. The beneficial working of this all-important measure would, in the main, depend upon the rules and orders now in course of preparation, and with reference to which it was hoped the Provincial Law Societies would be consulted before the same were issued for adoption as a code of practice. The important questions of legal education, and law lectures, had received considerable attention from the committee, and, after an interview upon the subject with a deputation from the Law Students' Society, a paper of suggestions was sent to them for their consideration. The balance-sheet showed that the sum of £635 7s. 2d. was due to the hon. treasurer, Mr. T. Horton.

Mr. G. J. JOHNSON moved the adoption of the report. He said he did not think it contained anything calling for remark except the question of finance. The fact of the committee coming before them with outstanding liabilities amounting to £635 called for their serious consideration. Every member, however, should understand that the expense incurred had not been unauthorised. It had been contracted in pursuance of a resolution passed at previous annual meetings, and with the full authority of the committee. When the question of extending the library came up they found they must either run into debt or do half the work they wanted to do. The right way of dealing with the matter would be to enter into a subscription for the purpose of liquidating the debt; and with that in view, he would move the following addition to the resolution:—"And that this meeting is of opinion that the

balance of debt and liability should be forthwith cleared off by a subscription among the members of the society." He reminded them that, with the passing of the Judicature Act they would all have to go to school again; and such being the case, more books would be required, so that the library would be more valuable than ever.

Mr. LEWIS seconded the motion, which was carried.

A subscription list was handed round among the members present, and donations to the amount of £320 were promised towards the liquidation of the Library debt.

Mr. ROWLEY proposed, and Mr. CROMPTON seconded, that the members of the committee be increased from 15 to 21, which was carried; and on the motion of the CHAIRMAN, seconded by Mr. HORTON, thanks were voted to the retiring auditors, and Messrs. Jelf and Griffin were appointed auditors for the ensuing year.

Mr. ALLEN moved:—"That in the opinion of this meeting the practice of paying money to the solicitor concerned, without the written authority of his client, should, from the serious responsibilities resulting therefrom to practitioners, be abandoned, and the written authority of the client given and required in every instance without the least idea of doubt or distrust being implied from such requirement." He said the chief difficulty would arise from purchase-moneys and mortgage-moneys. He had heard that there were practitioners of high respectability who felt that a sort of distrust was thrown upon them when they were asked for the written authority of their clients on occasions when money was paid, and the intention of the resolution was to meet that difficulty.

After some discussion the resolution was amended as follows:—"That, in the opinion of this meeting, the practice of paying money to a solicitor concerned, without the written authority of his client, should, from the serious responsibilities resulting therefrom to practitioners, be abandoned, and the written authority of the client given and required in every instance where the receipt of the solicitor himself would not be a legal discharge, without any idea of doubt or distrust being implied from such requirement."

Mr. LEE seconded the motion, and it was carried.

A proposition that the profession should observe as general holidays the days appointed as bank holidays was withdrawn, several members contending that it would be very inconvenient to close their offices on those days.

The retiring members of the committee were re-elected.

BIRMINGHAM LAW STUDENTS' SOCIETY.

MR. JOSHUA WILLIAMS, Q.C., ON LAW REFORM.

The annual dinner of the Birmingham Law Students' Society took place on the 4th ult. at the Great Western Hotel, Birmingham. Mr. Joshua Williams, Q.C., presided; and amongst those present were—Dr. Sebastian Evans, Messrs. W. H. B. Roshier, Loxdale Warren, F. Williams, C. T. Saunders, Jacob Lowlands, E. L. Tyndall, W. Lowe, E. B. Rawlings, G. H. Hickman, T. H. Gem, T. Spencer, C. Davies, &c.

After dinner the CHAIRMAN proposed the health of the Queen, which was duly honoured.

The statement of accounts showed that the receipts for the year amounted to £61 11s.; disbursements, £53 13s. 4d.; showing a balance of receipts in excess of expenditure of £7 7s. 8d. This sum with the balance in hand at the end of 1872—£13 8s. 6d.—amounted to £20 16s. 2d.; £15 of which had been expended in books.

On the motion of Dr. EVANS, seconded by Mr. RAWLINGS, the report and statement of accounts were unanimously adopted.

The annual report of the committee was then read by the SECRETARY (Mr. W. H. Warlow). The committee congratulated the members on the marked improvement which had taken place in the state of the society, numerically and financially, and on the increasing importance and usefulness of the society. The number of members had increased from 168 honorary members last year to 172 this year, and from 51 to 62 ordinary members, five of the latter having been admitted, and sixteen new members having been elected. Of those who had passed the first examination, Mr. R. A. Piment obtained the distinction of a certificate of merit from the London Incorporated Law Society. There had been 20 ordinary meetings, the attendance at which had doubled itself within the last two years. Legal and jurisprudential subjects had been debated; and lectures had been delivered upon subjects most serviceable to articulated clerks by Mr. W. H. B. Roshier and Mr. G. J. Johnson.

The PRESIDENT then proposed, "Prosperity to the Birmingham Law Students' Society." He believed he was expected to give them a little advice, and also to address them to some extent upon the question of law reform. He was a fellow student of theirs, and he said no man who was worth anything ever ceased to study. A man would go on studying to the end of his days if he were worthy of the name of a lawyer, therefore he advised them to study on; but let them not work too hard. They had a very long race to run, and it would be well not to run too fast at first. There was another thing which he scarcely needed to remind them of, and that was that a lawyer ought to be an honest man. It was said by an eminent judge, and he agreed with his lordship, that a man might be an honest man who was not a lawyer. He (the chairman) was quite sure that a man who was not honest did not deserve the name of a lawyer. The man who began by deceiving others generally ended by deceiving himself. As to law reform, he might say that those who were young had the advantage of the older students of the law, because all would have to go to school again. He had been anxious for law reforms for many years, and according to the best of his opportunities and abilities, in many different ways he had advocated changes, some of which, he was happy to say, had come to pass, and he hoped that more would come to pass. In many respects nothing could be more unfortunate than our present system, and, he was almost going to say that almost any change would have been for the better. The system of law and the system of equity were a wonderful anomaly. The most extraordinary part of the thing was that they had equity, which originated in a liberal system, and which was intended to control the harshness and rigidity of the common law, freezing into a system of dry and hard technicalities. Common law, which originated in a system of harsh, dry, hard rules, was administered in a much more liberal spirit than were the rules of equity, which originated in liberal principles. It was high time that such a state of things should come to an end. What was wanted was a fusion of law and equity, and he would like to see equity administered in the same liberal spirit in which common law was now administered. He would also like to see the same principles of law carried out without the necessity of beginning, as one must now, in one court, and then, if they were wrong, or turned out, having to go to another court. He did not think it desirable that the success of a suitor should be made to depend upon the door through which he entered, as was the case at present. In theory the doors of the temple of justice were open to all, but in practice it was not so. He thought that in carrying out the reforms contemplated, the great principle of the division of labour should not be lost sight of. His opinion was that the law was far too great for any man to be acquainted with the whole of it. He would like to have things arranged so that every man's suit should be relegated to that court which was best qualified to deal with the points involved. He would like to see a mercantile court, presided over by a judge thoroughly acquainted with mercantile law—and he would like to see the same principle adopted with regard to real property, criminal, and other cases. In conclusion, he said their great aim should be to improve and advance the civilisation of the country—to lead people, as far as they could, to amass wealth; and having obtained wealth, to take care that they should have the enjoyment of it. He thanked them heartily for the cordial manner in which they had received him.

Mr. H. JOHNSON responded.

Mr. SAUNDERS proposed, "Health and prosperity to the Bench and Bar," to which Mr. LOXDALE WARREN responded.

Several other toasts followed.

SOLICITORS' BENEVOLENT SOCIETY OF IRELAND.

The fourth annual dinner of this society took place on the 5th ult. in the dining room of the King's Inn, Dublin. Some distinguished benchers and many members of the bar were present. The Vice-Chancellor presided.

After the usual loyal toasts had been duly honoured,

Mr. ARTHUR BARLOW proposed the health of the "Lord Chancellor and the Irish Bench, including the retired Judges." Mr. Barlow acknowledged in cordial terms the support given to the association by the Lord Chancellor and the Irish Bench, who had contributed to its funds, thereby enabling them to relieve the families of deceased members.

The toast having been duly honoured,

The LORD CHANCELLOR responded. He expressed his acknowledgments for the manner in which the toast had been received. The judges, he said, sympathised with them in the work which they sought to carry out by their association. He suggested that the course followed in England—of asking the judges in turn to preside at their annual festive meeting—should be adopted. He expressed the pleasure he had himself felt in presiding at their meetings, and spoke strongly in favour of the objects of the association. He thought the members of the profession should stand by the association, and hoped that at their next annual meeting there would be an increase in the number of its members and in its funds.

The CHAIRMAN next proposed, "The Solicitors' Benevolent Association, and may prosperity attend it." He observed that they had established an association of members of the bar, but as the solicitors had the start of the bar he hoped they would keep it. He believed they were all agreed that the society was well worthy of their support.

The toast was honoured.

Sir RICHARD ORPEN cordially responded. Sir Richard again rose and proposed the health of the Chairman.

The CHAIRMAN briefly expressed his acknowledgments.

Mr. WILLIAM ROACH proposed "The Bar of Ireland."

Mr. BATTERSBY, Q.C., responded on behalf of the Bar.

Sir JOSEPH NAPIER proposed "The Attorneys and Solicitors of Ireland," and in doing so said he thought the encomiums passed on the bench and the bar were eminently deserved. His duty, however, was to propose the health of the Attorneys and Solicitors of Ireland. He had passed through a long period of active professional life, and his experience enabled him to say of the profession that he found in it men of the highest integrity, fidelity, and honour. He looked on the profession, in common with the bar and bench, as an integral part of that great judicial system which he held to be one of the most cherished institutions of the Irish people. That judicial system had attracted the reverence and esteem of the people, and it would be a piece of weakness and folly to attempt to tamper with the stability and greatness of that institution. He was one of those who would sustain it in all its integrity and strengthen its foundations; and he trusted that no desire of cheeseparing or economy should be permitted to weaken their judicial system. The preservation of such institutions he believed to be the real "Home Rule." He believed the judicial system of the country could not be carried on with satisfaction and benefit were it not for the aid rendered by the honour and integrity of the profession, whose leading members were then assembled to aid and promote the cause of charity. It should be the endeavour of all of them to make their judicial system even still more efficient, remembering that it was founded on the eternal and imperishable principles of universal justice.

Mr. LEE (Anderson and Lee) briefly responded on behalf of the profession.

LAW STUDENTS' DEBATING SOCIETY.

The question discussed on Tuesday evening last was No. cccxv. jurisprudential:—Would the establishment of Home Rule in Ireland be beneficial for the United Kingdom? There was a fair attendance of members. Mr. Nicholls presided. After a good debate the question was decided in the negative by a large majority.

ARTICLED CLEKK'S SOCIETY.

A meeting of this society was held at Clement's-inn Hall, on Wednesday, the 11th February, Mr. H. H. Crawford in the chair. Mr. Castle opened the subject for the evening's debate, viz., "That the Criminal Law Amendment Act should be abolished." The motion was lost by a majority of eight.

The expenditure for poor relief in 1872 was £8,007,000. Last year it fell to £7,692,000, thus showing a decrease of £315,000.

Upon a trial for murder in a duel at Richmond, a jury recently rendered a verdict of "involuntary manslaughter," and fixed the penalty at a fine of 500 dols.

THE LATE MR. SCHALCH.

Advices from Jamaica, says the *Daily News*, have brought the melancholy intelligence of the death of Mr. Ernest A. E. C. Schallch, the Attorney-General for that island. He was appointed to that office three years since, and the high hopes which were entertained by his friends of his success as a philosophical lawyer have been, as the records of the Colonial Office will attest, more than realised already. An extraordinarily clear judgment, unwearyed industry, and a mind thoroughly imbued with juristic principles might have been expected to make him, as they did, one of the ablest and most valuable of public servants. During his brief tenure of office he had already codified the greater portion of the laws of the West India Colonies; and there was scarcely any limit which could be predicted to his usefulness in the future. He met his early death, in full accordance with the great sweetness of nature which endeared him to his friends, through his devotion to a sick neighbour, whose only claim on him was that he was dying of yellow fever, deserted by his native servants. The Attorney General and his devoted sister both sickened of the fever, and succumbed, the former on the 31st of January, the latter a few days afterwards. He was, we believe, only in his thirty-sixth year.

A correspondent writes to a contemporary:—"The lamentable intelligence published in your paper yesterday of the death of Mr. Schallch will have occasioned dismay and the deepest sorrow to many besides myself. Some of his numerous and warmly attached friends will be interested to know that a letter was received from him within the last few days, in which he says: 'We have had a bad time of it here. Yellow fever has paid us a visit and found many victims. We have had one case end fatally in the house nearest to us, and another (which is now out of danger) in our own house. The principal of our new college at Spanish Town had been staying with us for the Christmas holidays. He was perfectly well on one Sunday night. On Monday morning he appeared a little unwell; by the afternoon he appeared to be dying, and was, in fact, as near death as a man can be (who does not die) for three or four days. He is now getting better. We are awfully knocked up with sitting up night and day. Food every half hour, &c., &c. I have up to this time escaped all fever, but the season is a most unhealthy one.'

LAWYER MEMBERS.

The following lawyer members have been returned in addition to those mentioned in our last issue. The names of gentlemen who had no seats in the last Parliament are printed in italics, and the names of practising barristers are distinguished by asterisks:—

ENGLAND.

Barristers.

- Beaumaris . . . *Mr. Morgan Lloyd, Q.C.* (L), N. Wales Circuit.*
 Berwick . . . *Sir D. C. Marjoribanks (L).*
 Boston . . . *Mr. W. J. Ingram (L).*
 Chelsea . . . *Sir Charles Dilke (L).*
 Denbigh Dist. . . *Mr. Watkin Williams* (L), Home Circuit.*
 Finsbury . . . *Mr. W. T. McC. Torrens (L).*
 Leeds . . . *Mr. W. St. J. Wheelhouse* (C), Northern Circuit.*
 Oldham . . . *Mr. Serjeant Spinks (C), Northern Circuit.*
 Southwark . . . *Mr. J. Locke, Q.C.* (L), Home Circuit.*
 Surrey, E. . . *Mr. W. Grantham* (C), Home Circuit.*
 Wolverhampton . . . *Right Hon. C. P. Villiers (L).*

Solicitor.

- Flint . . . *Mr. P. Ellis Eyles (L).*

IRELAND.

Barristers.

- King's County . . . *Sir P. O'Brien (L).*
 . . . *Mr. Serjeant Sherlock* (L).*
 Limerick City . . . *Mr. Isaac Butt, Q.C.* (H R).*
 Limerick County . . . *Mr. E. J. Synan (L).*

The death is announced of Mr. John Bowers Lewis, described as the most eminent lawyer of Central Canada.

LEGAL ITEMS.

A bill has been introduced into the New York State Legislature, with the approval of the New York Chamber of Commerce, providing that disputed questions in mercantile or commercial operations may, by mutual consent of the disputants, be referred for final adjudication to a tribunal of arbitrators. This tribunal is to be composed of three persons, one of whom is to hold a permanent position, and is to be appointed by the Governor of the State. He is to be assisted by two co-arbitrators, to be selected respectively by the plaintiff and defendant in the case. The judgment of a majority of the court is to be final.

The annual banquet given by the Fishmonger's Company to the judges took place on Thursday evening. The guests included a large number of the judges and members of both branches of the profession. Lord Hatherley responded to the toast of "The House of Lords," and Lord Coleridge to that of "The Judges and the Bar of England." The learned Chief Justice said that the duty of an English judge was an important office, to which it was necessary to bring deliberation, with mental and moral qualities not often found together; but when found in unison constituting a great and noble character; and it would be an evil day for Englishmen if the great respect—he hoped the not exaggerated respect—and deference paid to the Judicial Bench should suffer in any material degree diminution or impairment. He was quite sure if it should be ever diminished or impaired, it would be the fault of the judges themselves.

The Lord Mayor uttered an emphatic protest a day or two ago against a practice which seemed to be growing up of citing persons before the court on sworn informations and then not proceeding against them, after all the necessary preliminaries had been observed. In the case then before him, just as it was ready for a hearing, and when it was supposed the defendant would have appeared to answer it, the prosecution stopped short and intimated that the matter had been settled. That, he considered, was using a court of justice for a purpose for which it was never intended. Besides, in his opinion, it was becoming too common, and was altogether wrong, to use the court, as it appeared, for the recovery of debts. Addressing the solicitor engaged in the case, the Lord Mayor said he wanted him and the public to understand that before they came there to put the law in motion, and before a matter was brought to an issue, they should well consider. At all events, they must not put him, as the presiding magistrate, in a false position. He must say that some of the cases in which he had been asked to grant a warrant were notoriously bad on the face of the sworn informations and ought to have gone to a hearing on the merits.

A curious sentence, says a correspondent of the *Times*, has just been delivered at the Melun Assizes in the affair of the duel between the Princes Soutzo and Ghika, which resulted in the death of the latter. The trial came before the jury on the 7th inst., and Soutzo was sentenced to a term of four years' imprisonment, his seconds to three, and the seconds of the victim to two years. If this unexpected sentence is confirmed on appeal, it will have a singular influence on the manners of French youth. If people are exposed to spend several years in prison as principal or second, they will endeavour to settle their quarrels in a manner less barbarous, and, if self-love loses thereby, civilisation will certainly be a gainer. Perhaps, however, the most remarkable personage in the trial was the presiding Judge, who, during the whole course of the proceedings, displayed such innocence of soul as ought to have made the white ermine which adorned his red robe jealous. "Did you remark," was one of his questions to a witness, "whether Ghika really did look, as it has been said, like a lamb led to the slaughter?" "It was," gravely replied the witness, "impossible for me to detect that resemblance;" and the Judge, satisfied with the answer, went on with the trial, which resulted in the memorable verdict above mentioned.

At the Worship-street Police Court on Saturday last, upon a charge of having made a false representation with a view to obtaining a pedlar's licence, the question was raised whether under the provisions of the Pedlar's Act (34 & 35 Vict. c. 98), the police are justified in administering to an applicant for a licence the question, "Have you ever been convicted of any offence?" Mr. Bushby, who had taken time to consider the point, said that it was a question involving the interests of a large and useful body of men.

With regard to the objection raised that the police were not entitled to put the question as to a previous conviction to the prisoner, he pointed out that the Act did not forbid the interrogatory, and he thought that the question put—"Have you ever been convicted of any offence whatever?" was as unobjectionable as could be devised. True, the applicant might have refused to answer it, and the licence might have been refused, upon which his appeal against the police would have been to a magistrate. The same answer would apply to the objection that the statute did not contain the question among those allowed, but by the Act the police were bound to inform themselves of the good character of a person applying, and the 12th section made penal any misrepresentation made "with a view" to obtaining a certificate. He was of opinion that this misrepresentation was so made. With regard to the objection that the misrepresentation would not disentitle the defendant to a certificate, he agreed that it ought not to shut him out from his calling. A pedlar, though somewhat of a "pilgrim," was not bound by human law to be a saint.

We give in another column an account of the process adopted at Liverpool for counting votes. The *Manchester Guardian* thus describes the arrangements at Manchester:—The ballot boxes and all the papers relating to the election were brought from the 101 polling stations to the Manchester Town Hall immediately after the close of the poll. The mayor appointed thirty-two counting clerks, and, as previously arranged with the candidates' committees, seven counting agents for each party were deputed, and were present at the examination and counting of the votes. At half-past four the counting of the papers in the ballot boxes, for the purpose of verifying the returns of the presiding officers was commenced, and by half-past six it was concluded. In this part of the work the fourteen counting agents of the candidates rendered very efficient aid to the thirty-two clerks employed by the mayor. The result showed 39,527 ballot papers in the boxes, and that the return made by the presiding officers had been in every case almost absolutely correct. At half-past six the work was suspended for an hour for refreshments, which were provided by order of the mayor in the large room of the Town Hall. At half-past seven the classification and counting of the votes was commenced by the official counters, who, in the first instance, placed the votes for the two sets of candidates, and the split votes and plumpers, in three separate parcels, having, as instructed by the Town Clerk—who was present during the whole of the evening—carefully set aside all ballot papers which from any cause whatever might appear to be of a doubtful character. The votes for the two Liberal and the two Conservative candidates were then, as classified and counted, placed in packets of 100 each, and the split votes and plumpers were also classified and counted and placed in separate packets. These packets were then inspected and examined by the counting agents of the candidates, and the correctness of the counting and the withdrawal of all doubtful votes having been ascertained, the packages were placed in separate boxes to await the official return of the poll by the presiding officer. The doubtful papers, which numbered about 1,500, were examined by the Mayor and the Town Clerk in the presence of two gentlemen from each committee, and the decision of the mayor was in every instance declared to be satisfactory to, and approved by, all parties. As the result, 326 papers only were rejected. Soon after eleven o'clock, the counting being completed, the general result was announced.

The annual distribution of prizes to the Inns of Court Volunteers took place on Thursday afternoon in Lincoln's Inn Hall. Mr. Justice Denman presided, and among those present were Vice-Chancellor Sir R. Malins, Sir R. Bagallay, M.P., General M'Murdo, and a large number of ladies. Mr. Justice Denman said that the Inns of Court Volunteers, though they had never aimed at being one of the most numerous of the Metropolitan corps, were certainly one of the most efficient. He thought it rather discouraging that only 43 recruits had joined as against 69 in the previous year. He urged upon all law students that there could be nothing so good to them morally, physically, and professionally as joining a corps like this, and his experience had given him, he said, abundant testimony in proof of that view. He was glad to say that the number of efficient had considerably increased, having risen from 267 to 294, and these 294 were all men who had fired in classes. This was a proof that the Inns of Court Volunteers were

not playing at soldiers, but were doing the work of soldiers, and were thus setting an example to their fellow men throughout the realm. The prizes were then distributed. The winners of the Battalion Challenge Cup and Prizes were Baird, Culman, Knowles, Staples Brown, Bunbury, St. John Clerke, and Wormald. The winners of the Benchers' Cup and Prizes were Quick, Steele, St. John Clerke, Locke-King, Witham, Denison, Ensign Mortimer, E. Jones, O'Malley, Bernhard Smith, and W. E. M. Tomlinson. Private Bidder was the winner of the Brewster Challenge Cup. Private Steele was the first winner of the St. Leonard's Cup. The late Lord Chief Justice Bovill last year announced his intention of giving a prize annually to recruits, and the first was won by Private Glen, who also won a prize given by Col. Sargent, C.B. Messrs. Cope, Bethell, Glen, Baird, Ensign Smart, and Payne were the winners of company cups.

COURT PAPERS.

COURT OF CHANCERY.

ORDER OF COURT.

Thursday, the 12th day of February, 1874.

Whereas from the present state of the business before the Vice-Chancellors Sir Richard Malins and Sir James Bacon respectively, it is expedient that a portion of the causes standing for hearing before the Vice-Chancellor Sir Richard Malins should be transferred to the Vice-Chancellor Sir James Bacon; Now I do hereby order that the several causes mentioned in the schedule hereunto subjoined be accordingly transferred from the book of causes standing for hearing before the Vice-Chancellor Sir Richard Malins, to the book of causes for hearing before the Vice-Chancellor Sir James Bacon; and this order is to be drawn up by the Registrar and set up in the several offices of this court.

SELBORNE, C.

Schedule.

- Parker v. McKenna. Cause. 1870 P 111
 South v. The East London Railway Company. Motion for decree. 1872 S 261
 Pearce v. The London Tramways Company (Limited). Motion for decree. 1872 P 134
 Wier v. Gisborne. Motion for decree, witnesses before examiner. 1872 W 242
 Blacque v. Rowlinson. Motion for decree. 1873 B 62
 Collins v. Slade. Cause. 1872 C 165
 Simon v. Lloyd. Motion for decree, witnesses before examiner. 1872 S 92
 Gielgud v. Camus. Cause. 1871 G 196
 Williams v. Gilding. Motion for decree. 1873 W 77
 Pring v. Gimblett. Motion for decree. 1873 P 153
 Martell v. Dear. Motion for decree. 1873 M 141
 Chugg v. Chugg. Motion for decree. 1873 C 63
 Kelson v. Dart. Motion for decree. 1873 K 56
 Vassall v. Morgan. Motion for decree. 1873 V 8
 Larnmouth v. Larnmouth. Motion for decree. 1873 L 38
 Disney v. Sturgeon. Motion for decree. 1872 D 131
 The Mayor, Aldermen, and Burgesses of the Borough of Folkestone v. Ramell. Cause with witnesses. 1872 A 78
 Milligan v. The Phospho-Guano Company (Limited). Motion for decree. 1873 M 68
 The Mayor, Aldermen, and Burgesses of the Borough of Huddersfield v. Jacob. Cause. 1872 H 249
 Credland v. Potter. Motion for decree. 1872 C 263
 Addison v. Cox. Motion for decree. 1873 A 3
 De Ryckman v. Counhaye. Motion for decree. 1870 D 132
 Currie v. Gleig. Motion for decree. 1873 C 101
 Jones v. Jones. Motion for decree. 1872 J 79
 Kearsley v. Kearsley. Motion for decree. 1872 K 52
 Solomon v. Minter. Cause with witnesses. 1872 S 262
 Richards v. Williamson. Cause. 1873 R 147
 Ward v. Thompson. Cause. 1872 W 171
 Wells v. Smith. Motion for decree, witnesses before examiner. 1873 W 78
 Wyatt v. Wyatt. Motion for decree. 1873 W 183
 Dixon v. Smith. Motion for decree. 1873 D 11
 Spalding v. Eden. Motion for decree. 1872 S 72
 Wells v. Wells. Cause. 1873 W 71

Michael v. Price. Motion for decrees. 1872 M 182
 Payne v. Evens. Motion for decrees. 1872 P 31
 Kempson v. Ashbee. Motion for decrees. 1873 K 14
 Mellor v. Morehouse. Cause. 1873 M 92
 Richards v. Kitchen. Motion for decrees. 1872 R 161
 Job v. Potton. Cause with witnesses. 1872 J 90
 Potton v. Marriott. Motion for decrees. 1872 P 175

SELBORNE, C.

N.B.—The Vice-Chancellor Sir James Bacon will not hear any of the above causes before Tuesday, the 24th of February instant. B. H. LEACH, Registrar.

FURTHER CONSIDERATIONS.

After Monday, the 16th of February, the Vice-Chancellor Sir Richard Malins will discontinue the hearing of causes on further consideration in priority to other causes, and they will be heard in their regular order, except causes that have already appeared in the Cause Paper, which will not be interfered with. R. H. LEACH, Registrar.

Chancery Registrars' Office, Feb. 10, 1874.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Feb. 13, 1874.

3 per Cent. Consols, 92
 Ditto for Account, 92½ Mar. 4
 3 per Cent. Reduced, 91½
 New 3 per Cent., 91½
 Do. 3½ per Cent., Jan. '74
 Do. 3½ per Cent., Jan. '74
 Do. 5 per Cent., Jan. '73
 Annuities, Jan. '80 —
 Annuities, April, '85 9½
 Do. (Red Sea T.) Aug. 1908
 Ex Sills, £1000, 2½ per Ct. 2½ dis
 Ditto, £500, 2½ dis
 Ditto, £100 & £200, 2½ dis
 Bank of England Stock, 5
 Ct. (last half-year) 256
 Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205
 Ditto for Account, —
 Ditto 5 per Cent., July, '80 108
 Ditto for Account, —
 Ditto 4 per Cent., Oct. '88 103½
 Ditto, ditto, Certificates, —
 Ditto 4½ per Cent., 4 per Cent. 95
 Ind. Inf. Pr., 5 p Ct., Jan. '73
 Ditto, 5½ per Cent., May, '73 101½
 Ditto Debentures, per Cent.,
 April, '84 —
 Do. Do, 5 per Cent., Aug. '73 100½
 Do. Bonds, 4 per Ct., £1000
 Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Prices
Stock Bristol and Exeter	100	120
Stock Caledonian	100	106
Stock Glasgow and South-Western	100	120
Stock Great Eastern Ordinary Stock	100	46½
Stock Great Northern	100	141
Stock Do., A Stock	100	164½
Stock Great Southern and Western of Ireland	100	114
Stock Great Western—Original	100	127
Stock Lancashire and Yorkshire	100	145
Stock London, Brighton, and South Coast	100	81½
Stock London, Chatham, and Dover	100	22
Stock London and North-Western	100	132
Stock London and South Western	100	110
Stock Manchester, Sheffield, and Lincoln	100	76½
Stock Metropolitan	100	63½
Stock Do., District	100	25½
Stock Midland	100	134½
Stock North British	100	20 x n
Stock North Eastern	100	76½
Stock North London	100	117
Stock North Staffordshire	100	67
Stock South Devon	100	69
Stock South-Eastern	100	106½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate is unchanged. The proportion of reserve to liabilities remains almost stationary. Last week it was 46.69, this week it is 46.40. The announcement of the London and North Western dividend at 8 per cent., a reduction of ½ per cent. from that of the corresponding period last year, caused considerable depression in the railway market at the close of last week, but satisfactory traffic returns produced an improvement at the commencement of the present week. At the close on Thursday the market was reported firm. There has been considerable activity in the foreign market, and the leading stocks have improved in price.

The Metropolitan Board of Works announce that they are prepared to receive subscriptions for £2,000,000 of Metropolitan Consolidated Stock, bearing interest at the rate of £3 10s. per cent. per annum, payable quarterly,

and redeemable at par on the 6th October, 1920, should the same not have been previously cancelled by purchase in the open market under the operation of the redemption fund constituted by the principal Act. The price of the stock now to be issued will be £94 10s. for each £100 of stock. Under the Metropolitan Board of Works Loans Act of 1871, "A trustee, executor, or other person empowered to invest money in public stocks or funds or other government securities may, unless forbidden by the will or other instrument under which he acts, whether prior in date to this Act or not, invest the same in consolidated stock."

Messrs. Morton, Rose, & Co. invite subscriptions for £1,000,000 Five Per Cent. Sterling Sinking Fund Bonds of the Illinois Central Railroad Company, of £200 each, payable 1st April, 1903, if not previously redeemed by the action of the sinking fund. The loan, it is stated, is raised for the purchase of an equal amount of New Orleans, Jackson and Great Northern Railroad and Mississippi Central Railroad Seven per Cent. Bonds, by which means the Illinois Company will gain two per cent. annually, thereby providing a sinking fund sufficient to redeem the whole of this issue in about twenty-six years. The bonds of the above railroads so purchased are to be held by the Illinois Company as security for the payment of this loan. These bonds are stated to be a direct and unconditional obligation of the Illinois Central Railway Company, both as regards principal and interest, and the minimum sinking fund of 2 per cent. The bonds closed on Friday at ½ to 1½ prem.

The prospectus has been issued of the first issue of 3,000 shares of the Keshelland Consols Copper Mining Company (Limited), with a capital of £24,000, in 12,000 shares of £2 each. The object for which this company is formed is the developing a piece of ground stated to be situated in close proximity to some of the most productive and celebrated mines in the world.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DARVILL—On Jan. 31, at Elmfield, Windsor, Emily, the wife of Henry Darvill, jun. of a daughter.
 MORRIS—On Feb. 10, at 4, Bedford-place, Russell-square, the wife of Mr. Francis Wyld Morris, solicitor, of a son, still-born.
 NEVILLE—On Feb. 8, at 58, Elgin-crescent, Notting-hill, the wife of Ralph Neville, Esq., barrister-at-law, of a daughter.
 PALMER—On Feb. 10, at Essex-house, Cheltenham, the wife of Alexander Douglas Greenlaw Palmer, solicitor, of a daughter.
 TATTERSHALL—On Jan. 31, at 23, Upper Woburn-place, Tavistock-square, the wife of Edward George Tattershall, of 9, Great James-street, Bedford-row, solicitor, of a daughter.
 YOUNG—On Feb. 10, at Arbour-square, Stepney, E., the wife of Charles Vernon Young, Esq., solicitor, of a daughter.

MARRIAGES.

TWYNAM—PIGGOTT—On Jan. 7, at the Catholic Church, Brewood, Staffordshire, Charles Henry Twynam, formerly of Westminster, solicitor, to Mary Sophia, youngest daughter of Francis Piggott, Esq., of Cannock, Staffordshire.
 WILLIAMS—MORLEY—On Feb. 5, at Holy Trinity, Nottingham, Arthur Williams, of Standard-hill, Nottingham, solicitor, to Mary, the eldest daughter of Thomas Morley, of Nottingham.

DEATHS.

BABINGTON—On Feb. 5, at The Rookery, Horncastle, Edward Babington, solicitor, aged 54.
 SUCKLING—On Feb. 8, at his residence, Edgbaston, John Suckling, solicitor, Birmingham, in his 44th year.
 YOUNG—On Feb. 10 (the day of her birth), at Arbour-square, Stepney, E., the infant daughter of Charles Vernon Young, Esq., solicitor.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Feb. 6, 1874.

LIMITED IN CHANCERY.

Enfield Ironworks and Invention Development Company, Limited.—Petition for winding up, presented Feb. 4, directed to be heard before the M.R. on Feb. 14. Flux and Leadbetter, Leadenhall-st., solicitors for the petitioner.

Hertfordshire Brewery Company, Limited.—Petition for winding up, presented Feb. 4, directed to be heard before the M.R. on Saturday, Feb. 14. Halse and Co, Chesapeake, solicitors for the petitioners.

Hereford and South Wales Wagon and Engineering Company, Limited.
—Petition for winding up, presented Jan 27, directed to be heard before the M.R. on Feb 14. Head, Eastcheap, solicitor for the petitioners.

Leds Royal Park Estates' Building and Investment Company, Limited.—By an order made by the M.R., dated Dec 8, it was ordered that the above company be wound up. Greatorex, Chancery lane, solicitor for the petitioner.

Poole Fire Brick and Blue Clay Company, Limited.—Petition for winding up, presented Feb 4, directed to be heard before the M.R. on Feb 14. Miller and Miller, Sherborne lane, solicitors for the petitioner.

TUESDAY, Feb. 10, 1874.

UNLIMITED IN CHANCERY.

Landowners, West of England, and South Wales Land Drainage and Inclosure Company.—By an order made by V.C. Malins, dated Jan 30, it was ordered that the above company be wound up. Stogden, Clements's inn, Strand, solicitor for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 6, 1874.

Chalon, Thomas Barnard, Stuttgart, Wurtemberg, Lieutenant Col. March 27. Chalon v Webster, V.C. Bacon, Nelson, Lawrence Pountney lane
Descoe, Francis, Cold Harbour rd, Lambeth, Esq. March 7. Sherwood v Vincent, M.R. Arkcoll, Tooley st, Southwark
Foster, Laura, Crofton, Southampton. March 5. Foster v Foster, V.C. Malins, Donninghorne, Fareham
Foster, Rev William, Titchfield, Southampton. March 5. Foster v Foster, V.C. Malins, Donninghorne, Fareham
Fowles, Horatio Nelson, Southampton, Poulterer. March 3. Fussell v Fowles, M.R. Kilby, Southampton
Nicholls, John, York st, York rd, Lambeth, Carpenter. Feb 28. Nicholls v Nicholls, V.C. Malins, Barnard, Lancaster place, Strand
Stedman, Edmund, Sudbury, Suffolk, Gent. March 2. Marshall v Green, M.R. Green, Woburn
Stedman, Emily Gardiner, Sudbury, Suffolk. March 2. Marshall v Green, M.R. Green, Woburn
Warren, James Jones, Bristol, Licensed Victualler. March 5. Stevens Warren, V.C. Malins, Cook, Jun, Bridgewater

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 6, 1874.

Barlow, Mary, Bath. March 16. Bird, Lincoln's inn fields
Beales, Rachel, Hethersett, Norfolk. March 20. Clowes, Manchester, Bamberbridge, Lancashire, Gent. March 1. Binney, Manchester
Blake, Robert, Easton rd, Esq. March 16. Carew, Lincoln's inn fields
Boaden, Elizabeth, Keith, Brighton, Sussex. April 6. Capron and Co, Saville place, Conduit at
Browne, Richard, Bromtress Hall, Hereford, Gent. May 1. West, Bromyard
Carlington, George, Burslem, Stafford, Yeoman. March 16. Tomkinson, Burslem
Christy, John, Apsfeld, Court, Kent, Esq. March 25. Bailey and Co, Berners st
Clark, Eliza, Tunbridge Wells, Kent. March 7. Stibbard and Conestrey, Fenchurch st
Cognrave, Richard Edward Forbes, Gloucester st, Plimlico, Retired Colonel. March 20. Woolfres, Banwell
Coxon, Richard Garham, Newton West Farm, Northumberland, Farmer. March 10. Hoyle and Co, Newcastle-upon-Tyne
Eagle, Alfred, Boxted, Suffolk, Farmer. March 2. Fisher, Milford
Fryer, Mary, Barnes, Surrey. March 1. Farrar and Farrar, Doctor's commons
Firman, John Henry, Colne, Engleise, Essex, Farmer. May 1. Harris and Morton, Halstead
Gosnell, John, Newport, Salop, Butcher. Feb 28. Heane, Newport
Greene, Charlotte Carter, St Leonards-on-Sea, Sussex. April 1. Langham and Son, Hastings
Hall, Joseph, Golear Hill, York, Innkeeper. May 3. Bottomley, Huddersfield
Hardford, Summers, Clabeston Grange, Pembroke, Esq. March 9. Price, Haverfordwest
Hutchinson, James, Cowley, Manor, Gloucester, Esq. May 1. Travers and Co, Throgmorton at
Lambert, William Baker, Bulls Pond rd, Islington. April 2. Clapham and Fitch, Bishopsgate Without
Lawrence, Reuben, Carolins st, Bloomsbury, Gent. March 31. Potter, King st, Cheapside
Levy, Moss Barnett, St Alban's place, Charles st, Haymarket. Feb 20. Kitch and Co, Wellington st, Strand
Marpole, John David Evans, Llanddilos, Montgomery, Surgeon. March 7. Hughes and Son, Aberystwyth
Meakin, George, Chester, Contractor. Feb 28. Edwards, Jun, Shrewsbury
Quick, George, Southampton, Brewer. March 31. Hickman and Son, Southampton
Ray, Edmund Barker, Princes gate, Hyde Park, Esq. March 5. Bowly, Lincoln's inn fields
Robinson, Thomas, Woodbrook, Saddleworth, York, Esq. March 2. Murry and Wrigley, Oldham
Sanderson, Charlotte Dorothea, Stockton-on-Tees, Durham. March 3. Newby and Co, Stockton-on-Tees
Scott, James Henry, Ryde, Isle of Wight, Esq. March 12. Nelson, Essex st, Strand
Stapleton, George James, Chestold place, Pembroke square, Bayswater. March 15. Hunter and Co, New square, Lincoln's inn
Tunks, Elizabeth, Handsword, Stafford. May 1. Dimbleby, Birmingham
Towler, Eliza, Binbrook. May 11. Bell, Louth
Weistead, John Richard, Kimbolton, Huntingdon, Esq. March 31. Bird and Moore, Gray's inn square

TUESDAY, Feb. 10, 1874.

Abbott, Thomas, Loddham, Nottingham, Farmer. March 31. Beaumont, Grantham
Barnett, William, Savile row, Lambeth, Pawnbroker. March 5. Kerly, Great Winchester st
Beales, Rachel, Hethersett, Norfolk. March 20. Clowes, New Buckenham
Brackett, Charles, Queen square, Bloomsbury, Gent. March 5. Kerly, Great Winchester st
Bulford, Mary, New North rd. March 21. Shephard and Sons, Finsbury circus
Clegg, Robert, Liverpool, Grocer. April 1. Evans and Lockett, Liverpool
Cowper, John, Askham, York, Innkeeper. April 10. Walker, York
Gibbs, James, Bristol, Retired Plumber. March 20. Brittan and Sons, Bristol
Gifford, William James, Gray's inn square, Esq. March 14. Leese, Lincoln's inn fields
Harratt, Charles, Bootle, near Liverpool. March 31. Field and Co, Lincoln's inn fields
Johnson, John, Upper st Islington, Chemist. March 5. Kerly, Great Winchester st
Kilshaw, Paul, Norbreck, Lancashire, Farmer. May 7. Sharp and Son, Lancaster
Lambe, Augusta Mary, Hendon, Middlesex. March 10. Harting and Son, Lincoln's inn fields
Morfee, Edward, Rolvenden, Kent. March 14. Morfee, Fenchurch st
Prior, John, Walford rd, Stoke Newington, Appraiser. March 10. Thomson and Edwards, Doughty st, Mecklenburgh square
Reynolds, John, Fever lane, Fishing Tackle Manufacturer. March 5. Kerly, Great Winchester st
Robson, Elizabeth, Darlington, Durham. April 6. Bowes, Darlington
Robson, William, Darlington, Durham, Esq. April 6. Bowes Darlington
Sanders, William, Chesterfield, Derby, Fruiterer. April 4. Cotts, Chesterfield
Sells, John, Bristol, Gent. May 9. Miller, Bristol
Smith, Charles Case, Palace rd, Upper Norwood, Esq. April 6. Avis, Lincoln's inn fields
Smith, Samuel, Warley, Halifax, Esq. March 31. Smith, Warley
Whitaker, John, Abchurch lane, Banker. April 1. White and Co, Whitehall place
William, Mary, Stubbhall, Lancashire. March 2. Sharp and Son, Lancaster
Willan, Richard, Warton, Lancashire, Yeoman. Aug 22. Sharp and Son, Lancaster

Bankrupts.

FRIDAY, Feb. 6, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Hennings, Henry, Berwick st, Soho, Ironmonger. Pet Feb 3. Hazlitt. Feb 18 at 12
Offord, William George, and Hermann Forder, Chisenale rd, Old Ford, Fancy Paper Manufacturers. Pet Feb 6. Pepps. Feb 17 at 12.30
Zingler, Henry, Basinghall st, Commission Merchant. Pet Feb 3. Hazlitt. Feb 18 at 11

To Surrender in the Country.

Fielden, James William, Southport, out of business. Pet Feb 3. Hims. Liverpool, Feb 18 at 2
Gray, James Thomas, Shirley, near Birmingham, no profession. Pet Jan 29. Chauntler, Birmingham, Feb 27 at 12
Henckel, Charles Frederick, Manchester, Merchant. Pet Feb 3. Kay. Manchester, Feb 26 at 9.30
Snowden, George, Flamborough, York, Draper. Pet Feb 4. Woodall. Scarborough, Feb 23 at 2

TUESDAY, Feb. 10, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Boardsell, Charles, Gresham buildings, Basinghall st, Woollen Merchant. Pet Jan 31. Hazlitt. Feb 26 at 11
Fullwood, Edward, Somerset place, Bevenston street, Hoxton, Lime and Cement Merchant. Pet Feb 6. Murray. Feb 27 at 11
Vanghan, William, Corawall gardens, South Kensington, Gent. Pet Jan 27. Hazlitt. Feb 23 at 11
Woodward, Richard Hill, Upper Thames st, Dealer in Starch. Pet Feb 5. Pepps. Feb 23 at 11

To Surrender in the Country.

Bell, James George, Blackheath, Kent, Wines Merchant. Pet Feb 3. Taylor. Greenwich, Feb 24 at 2
Forwood, Henry Peplow, Liverpool, Cotton Broker. Pet Feb 6. Watson. Liverpool, Feb 23 at 2
Luker, William George, Banbury, Oxford, Commission Merchant. Pet Feb 3. Portman. Banbury, Feb 23 at 12
Miles, Thomas, Manchester, Grocer. Pet Feb 3. Kay. Manchester, Feb 26 at 9.30
Toward, William, Newcastle-upon-Tyne, Metal Dealer. Pet Feb 7. Mortimer. Newcastle, Feb 23 at 12
Waldron, Henry, Aston, near Birmingham, Dealer in Saythes. Pet Feb 4. Chauntler. Birmingham, Feb 20 at 12

BANKRUPTCY ANNULLED.

FRIDAY, Feb. 6, 1874.

Ewbank, Cooper, Manchester, Sharebroker. Feb 3

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 6, 1874.

Barnes, John, Bickenhead, Cheshire, Baker. Feb 20 at 2 at office 2
Thompson and Simm, Hamilton square, Bickenhead. Bickenhead
Bateman, Joseph, Stockport, Cheshire, no business. Feb 19 at 2 at the Magnet Inn, Wellington rd, Heaton Norris. Duckworth, Manchester

Benjamin, Solomon, Greenfield st, Commercial rd East, Clothier. Feb 16 at 2 at office of Barnett, New Broad st

Berry, Richard, Farnworth, Lancashire, Draper. Feb 18 at 3 at offices of Smith, South King st, Manchester

Bint, Samuel, Aston, near Birmingham, Builder. Feb 18 at 11 at the King's Head Hotel, Worcester st, Birmingham. Assider, Birmingham

Bisetta, Pietro, Great Windmill st, Refreshment house Keeper. Feb 12, at 3 at 48, Great Windmill st, King

Bodley, Edwin Clarke, Farnham rd, Baker. Feb 21 at 11 at offices of Evans and Co, John st, B-dford row

Bostock, Edwin Chubb, Leeds, Book-keeper. Feb 23 at 2 at offices of Bond and Barwick, Albion place, Leeds

Bourne, Samuel, Wybanbury, Cheshire, Saddler. Feb 20 at 3 at offices of Lisle, Nantwich

Brimmayer, John Baptist, Lancaster st, Newington causeway, Surrey Baker. Feb 18 at 11 at offices of Norris, Acton st, Gray's-inn rd

Brown, Malcolm Janson, Hoddesdon, Herts, Clerk in the General Post Office. Feb 21 at 3 at the Guildhall Tavern, Gresham st, Sparham

Burnett, Thomas, Fallowfield, near Manchester, Grocer. Feb 24 at 3 at offices of Rilton, John Dalton st, Manchester

Cave, Charles Gibson, Spalding, Lincoln, Greengrocer. Feb 16 at 12 at offices of Harvey and Cartwright, Double st, Spalding

Cooper, William, Liverpool, Commercial Traveller. Feb 17 at 3 at offices of Vine, Dale st, Liverpool. Riton, Liverpool

Cordy, Daniel Charles, Bristol, Tailor. Feb 14 at 12 at offices of Sprod, John st, Bristol. Price, Bristol

Devon, Charles, Reading, Berks, Clerk. Feb 16 at 11 at 20, The Forbury, Reading

Dickins, Edwards Derrick st, Rotherhithe, Greengrocer. Feb 16 at 3 at offices of Chipperfield and Sturt, Trinity st, Southwark

Dix, Robert, Southall, Middlesex, Butcher. Feb 25 at 3 at the Red Lion, Southall. Philp, Pancras lane

Ellison, Thomas, Bath, Photographer. Feb 18 at 1 at 5, St James st, Bath

Fachnein, Emile, Noble st, Warehouseman. March 2 at 3 at offices of Davies, Farnville's inn

Farr, Allynne Ebenezer Daniel, Francis st, Tottenham Court rd, Schoolmaster. Feb 14 at 11 at offices of Parker, Lombard court

Farrow, William Morley, Chapel, Essex, Author. Feb 18 at 1 at offices of Aldridge and Thorne, Bedford row. Harris and Morton, Halstead

Fielder, Frederick, Barnet, Grocer. Feb 16 at 3 at offices of Wells, Paternoster row

Fletcher, William, and Jacob Stafford, Nottingham, Joiners. Feb 24 at 12 at offices of Heath, St Peter's Church w.k, Nottingham

Graham, Robert, Liverpool, Mustard Manufacturer. Feb 25 at 2 at offices of Breunert and Son, Dale st, Liverpool

Harrie, George, and Charles, Richard Harris, Covent Garden Market, Potato Salesmen. Feb 19 at 12 at 33, Gutter lane, Cheapside. Cox and Sons, Cloak lane

Harrison, George, Sheffield, Grocer. Feb 12 at 2 at offices of Ryalls and Son, North Church st, Sheffield

Hart, Francis, Leicester, Hosiery Manufacturer. Feb 18 at 2.30 at the Bell Hotel, Haubertons gate, Leicester. Recco and Harris, Birmingham

Hartman, Henry, Falcon st, Falcon square, Merchant. Feb 19 at 3 at 33, Gutter lane, Cheapside. Salaman

Hawkes, Frederick, and James Yeates, Bognor, Sussex, Grocers. Feb 24 at 1 at office of Smith and Co, Broad st, Cheapside. Lamb, Brighton

Hawkins, Thomas, Kingston-upon-Hull, Beer-seller. Feb 19 at 12 at offices of Spurr, Scale lane, Kingston-upon-Hull

Hill, John Victor, and William Alfred Hill, Lime st, Merchants. Feb 20 at 2 at offices of Folland and Co, Gresham st. Hicks and Co, King st, Cheapside

Hooper, Charles Horn, Aylesbeare, Devon, Brickmaker. Feb 19 at 2 at the Turk's Head Inn, High st, Exeter. Beynon, Exeter

Howes, Thomas, Birmingham, out of business. Feb 18 at 3 at offices of Rooke, Argyle chambers, Colmore row, Birmingham

Hurwood, Henry John, Roupell st, Lambeth, Engineer. Feb 16 at 10 at offices of Lewis, Chancery lane. Long

Huxsey, Joshua, Pembroke Dock, Pemb-rook, Grocer. Feb 21 at 11 at the Guildhall, Carmarthen. Williams, Pembroke Dock

Irvine, Washington, Manchester, Commission Merchant. Feb 25 at 3 at offices of Cotton, John st, Liverpool. Eale and Co, Manchester

Jones, William, Carnarvon, Draper. Feb 27 at 11 at the Railway Hotel, Bangor. Jones, Carnarvon

Kanitz, Ignatz, Cannon st, Importer of Foreign Goods. Feb 19 at 12 at offices of S-liman, King st, Cheapside

Lyons, Henry James, Kingston-upon-Hull, Commission Agent. Feb 16 at 3 at offices of Chambers, Scale lane, Hull

Major, William, West Bromwich, Stafford, Watch Maker. Feb 19 at 10.15 at offices of East, Colmore row, Birmingham

Mahmah, Henry, Balford, Lancashire, Builder. Feb 19 at 3 at offices of Leigh, Brown st, Manchester

Maney, Robert, London rd, Southwark, Floor Cloth Manufacturer. Feb 16 at 2 at the Hop and Malt Exchange, Southwark st, Borough. Arnold

Markham, Cornelius Aubrey, Peterborough, Northampton, Carrier. Feb 19 at 12 at offices of Gaches, Cathedral gate, Peterborough

May, Wilhelmina Emily, Guilhamstead Abbots, Berks, Builder. Feb 16 at 11.30 at offices of Eklins, Forbury, Reading

McKellar, John, Nantwich, Cheshire, Watchmaker. Feb 20 at 12 at office of Lisle, Nantwich

Morcer, Edward, Ossett, York, not in business. Feb 24 at 11 at offices of Stringer, Gosses

Miller, Frederic, Hastings, Sussex, Chemist. Feb 18 at 1 at the Law Institution, Chancery lane. Jones, Hastings

Myall, William John, Kingston-on-Thames, Surrey, Bootmaker. Feb 18 at 10 at offices of Barrow, Scott's yard, Bath lane

Newell, Jonathan, Redwa, near Newport, Monmouth, Gent. Feb 16 at 12 at offices of Henderson and Co, Broad st, Bristol

Orvis, Frunderland Denlow, Princess st, Oxford st, Shipping Agent. March 2 at 1 at offices of Godfrey, Bedford row

Pennell, John, High st, Borough, Refreshment House Keeper. Feb 12 at 12 at offices of King, Walbrook

Perrigine, John, Llanelly, Carmarthen, Grocer. Feb 30 at 12 at the Guildhall, Carmarthen. Howell, Llanelly

Pinn, George, Euston rd, Stone Mason. Feb 18 at 3 at office of Lewis, Hutton garden, Holborn

Quilter, Albert, Old st, St Luk's, Mattress Manufacturer. March 3 at 3 at offices of Brighton, Bishopsgate at Without

Ralston, Niven, Higher Broughton, near Manchester, out of business. Feb 19 at 3 at offices of Grundy and Kershaw, Booth st, Manchester

Reid, William Henry, Plymouth, Devon, Architect. Feb 24 at 12 at offices of Whitford and Bennett, Courtenay st, Plymouth

Roberts, Geoffrey Arthur, Richardson st, Bermondsey, Leather Dyer. Feb 19 at 3 at the Guildhall Coffee house, Gresham st. Childley, Old Jewry

Rogers, William, Liverpool, Pawnbroker. Feb 27 at 3.30 at the Bee Hotel, John's lane, Liverpool. Day, Runcorn

Seaborn, George Thomas, Glaucus st, Bow Common, Bone Boiler. Feb 19 at 1 at the Guildhall Tavern, Gresham st. Townley and Gard, Gresham buildings, Basinghall st

Sewell, William, Leamington Priors, Warwick, Livery Stable Keeper. Feb 16 at 2 at the Bath Hotel, Leamington Priors. Sanderson, Warwick

Simmons, Daniel, Dorking, Surrey, Plumber. Feb 23 at 1 at offices of Young, Sergeant's inn, Fleet st

Smith, George Willans, Norwich, Tailor. Feb 17 at 1 at 4, Bishopsgate st Without. Claburn, Norwich

Stacy, Samuel, and Benjamin Stacy, High st, Shoreditch, Stationers. Feb 16 at 1 at the Guildhall Coffee house, Gresham st. Angell, Gresham st

Stubs, John, Kingwood Hill, Gloucester, Builder. Feb 14 at 11 at office of Esery, Guildhall, Broad st, Bristol

Strangward, James, Spaldwick, Huntingdon, Bootmaker. Feb 20 at 11 at the George Hotel, Huntingdon. Gaches, Peterborough

Tattersall, Thomas, Burnley, Lancashire, Emory Roller Maker. Feb 18 at 3 at offices of Gill, Hargreaves st, Burnley. Read, Burnley

Taylor, John, Sandown, Isle of Wight, Draper. Feb 25 at 3 at office of Fardell and Woodbridge, Sandown

Wainwright, Henry, Whitechapel rd, Brush Manufacturer. Feb 19 at 2 at offices of Linklater and Co, Walbrook

Whitfield, Edwin, Kent st, Licensed Victualler. Feb 24 at 2 at offices of Leyton, Suffolk lane, Cannon st

Wright, Morien, Walworth rd, Surgeon. Feb 19 at 2 at 145, Cheapside. Rooks and Co, King st, Cheapside

Willis, John Benjamin. Feb 14 at 10.15 at the Victoria Tavern, Morpeth rd, Bethnal Green. Long, Lansdown terrace, Grove rd

Lidwell, Joshua Edward, High st, Notting Hill, Chemist. Feb 20 at 2 at offices of Smart and Co, Cheapside. Spaul, Verulam buildings

Tuesday, Feb. 10, 1874.

Allard, William, and Henry Allard, Edgbaston, Birmingham, Stampers. Feb 23 at 3 at offices of Jaques, Cherry st, Birmingham

Ashworth, Miles, and Malcolm Joseph Atkinson, Bacup, Lancashire, Builders. Feb 24 at 3 at the Market Hotel, Bacup. Tattersall, Blackburn

Lail, Thomas, Cradley, Hereford, Provision Dealer. Feb 19 at 11 at offices of Pidecock, Worcester

Banks, Frederick Richard, Footing Station, Surrey, Corn Merchant. Feb 23 at 2 at offices of Howse, Leicester square. Morris

Battle, Edward Hickson, Doncaster, York. Feb 23 at 2 at offices of Ellis, St George gate, Doncaster. Bardetkin and Co, Sheffield

Blomfield, Francis, Harrow's place, Waterloo rd, Outer. Feb 24 at 2 at offices of Howse, Leicester square. Morris, Leicester square

Brewer, George Bannister, Manchester, Builder. Feb 25 at 2 at offices of Addleshaw and Warburton, King st, Manchester

Briggs, William, Wile's terrace, New rd, Rotherhithe, Patent Manure Manufacturer. Feb 24 at 3 at offices of Aird, Eastcheap

Brown, William, Stockton, Durham, Plasterer. Feb 24 at 3 at office of Beltringer, High st, Stockton-on-Tees

Campbell, John Archibald, Staidley rd, Clapham, Tea Broker. Feb 23 at 2 at offices of Aird, Eastcheap

Carter, Aaron, Sutton Roddy, York, Timber Merchant. Feb 20 at 11.30 at office of Jacquot and Co, Finkle st, Stockton-on-Tees

Chevalier, Jean Onesimo, Oxford terrace, Shephard's Bush, Tutor. Feb 26 at 2 at offices of Wood and Tinkler, Leadenhall at Cohen, Alfred Coleman, Bury court, St Mary Axe, Merchant. Feb 26 at 4 at office of Crook and Smith, Fenchurch st

Cohen, Michael Coleman, King st, Finsbury, East India Merchant, Feb 23 at 2 at offices of Christmas, Walbrook

Cope, Thomas, Conventicle, Lancashire, Ropemaker. Feb 24 at 3 at the Fox Hotel, Victoria st, Manchester. Fletoner, Bacup

Cooper, Edward Simmons, Queen st, Cheapside, Portmanteau Manufacturer. Feb 24 at 11 at the Guildhall Coffee house, Gresham st

Ingle and Co, Threadneedle st

Cooper, Henry Dudley, Waltham grove, Fulham, Clerk. Feb 28 at 3 at offices of Jenkins, Tavistock st

Cotterell, Henry, Birmingham, Dealer in Glass. Feb 17 at 12 at offices of Fallows, Cherry st, Birmingham

Cress, Charles, Tewkesbury, Gloucester, Farmer. Feb 20 at 11 at office of Moores and Romney, Tewkesbury

Davies, Henry, Rancorn, Cheshire, Builder. Feb 24 at 12 at Wilson's Hotel, Bridge st, Rancorn. Davies and Brook, Warrington

Davies, Richard, Manchester, Builder. Feb 27 at 11 at offices of Jones, Princess st, Manchester

Dumbleday, William Henry, Liverpool, Grocer. Feb 27 at 3 at offices of Gray, Mount Pleasant, Liverpool

Dougal, John Robinson, Walton-le-Dale, Lancashire, Innkeeper. Feb 24 at 2 at offices of Taylor, Winkley st, Preston

Douglas, John, Tottenham court rd, Cabinet Maker. Feb 23 at 23 at the Guildhall Tavern, Gresham st. Lovell and Co

Farmer, Louis, Great Winchester st, Merchant. Feb 21 at 12 at 33, Gutter lane. Taylor and Jaques, South st, Finsbury square

Filkin, William, Jan, Birmingham, Brassfounder. Feb 23 at 3 at offices of Pointon, Edmund st, Birmingham

France, George, Balford, Lancashire, Grocer. Feb 26 at 2 at offices of Addleshaw and Warburton, King st, Manchester

Gerrard, John, Bolton, Lancashire, Ironmonger. Feb 27 at 11 at office of Gooden, Maudslayi st, Bolton

Glover, Philip, Rodley, Derby, Shoemaker. Feb 21 at 3 at the Green Man Hotel, Ashbourne. Holland, Ashbourne

Goldsmen, Joseph Samuel, Camden passage, Cumberland row, Islington green, Picture Frame Maker. Feb 23 at 3 at offices of Irving, Sergeant's inn, Chancery lane

Goode-Hutt, Richard, Easington lane, Durham, Clerk in Holy Orders. Feb 26 at 11 at offices of Hargreaves, North Bailey, Durham
 Grayson, George, Knottingley, York, Plumber. Feb 23 at 2 at offices of Boulton, Pontefract
 Hare, Thomas, Easingwold, York, Farmer. Feb 20 at 11 at offices of Crumbe, Stonegate, York
 Harrop, John, Chorlton-upon-Medlock, Manchester, Boiler Coverer. Feb 24 at 3 at offices of Bent, Bloom st, Manchester
 Hasle, James, Brighton, Sussex, Gent. Feb 23 at 3 at offices of Clennell, Great James st, Bedford row, Brandreth, Brighton
 Hatch, William, Swansea, Glamorgan, Fruiterer. Feb 19 at 11 at office of Barnard and Co, Temple st, Swansea. Davies and Hartland, Swansea
 Hutton, John, Newark-upon-Trent, Nottingham Fishmonger. Feb 26 at 12 at the Royal Oak Inn, Castlegate, Newark-upon-Trent. Pratt and Hodgkinsons
 Illingworth, Thomas, Batley, York, Provision Dealer. Feb 24 at 10.15 at offices of Scholes and Son, Leeds rd, Dewsbury
 Irvine, Charles, Blackheath hill, Greenwich, Tailor. Feb 18 at 2 at offices of Walker, Abchurch lane
 Jahn, Louis, North Shields, Northumberland, Ship Chandler. March 2 at 2 at offices of Tinley and Co, Howard st, North Shields
 Jones, William Edward, Wellington, Salop, Saddler. Feb 25 at 3 at offices of Knowles and Son, Church st, Wellington
 Key, John, Hampton Court, Middlesex, Gent. Feb 23 at 12 at office of Brett and Co, Leadenhall st. Musgrave, Queen Victoria st
 King, Thomas, Hall's terrace, St James's rd, Bermondsey, General Dealer. Feb 23 at 2 at offices of Hind, St Benet place, Gracechurch street
 Kinghorn, Thomas, Gateshead, Durham, Cart Proprietor. Feb 24 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
 Lazarus, Solomon, Wardour st, Oxford st, General Dealer. Feb 23 at 11 at offices of Haigh, Jur, King st, Cheapside
 Liebman, Thomas, East India avenue, Leadenhall st, Iron Agent. Feb 27 at 3 at offices of Charlton, Gracechurch st. Rowley and Co, Great Winchester st buildings
 Lockwood, Charles, Fleet st, Tailor. Feb 23 at 1 at offices of Reed and Lovell, Basinghall st
 Makin, George, Ring, Lancashire, Beer Retailer. Feb 23 at 3 at office of Smith, South King st, Manchester
 Marshall, William John Frederick, Kettering, Northampton, Solicitor. Feb 18 at 12 at offices of Marshall, Kettering. Rawlin, Kettering
 Mayfield, Joseph, sen, Chapel Hill, Lincoln, Butcher. Feb 21 at 1 at offices of Bean, Church yard, Boston
 Miller, Julius Samuel, Bond court, Walbrook, Attorney-at-Law. Feb 31 at 2 at the Chamber of Commerce, 14, Cheapside
 Minshinn, William Edward, Tavistock, Devon, Licensed Victualler. Feb 23 at 11 at offices of Chilcott, Russell st, Tavistock
 Morris, David, Liverpool, General Dealer. Feb 23 at 3 at offices of Blackhurst, Church alley, Church st, Liverpool
 Nicholson, William, Carlisle, Clothier. Feb 20 at 3 at office of Wannop, Carruthers court, Scotch at, Carlisle
 Ollenden-haw, John Charles, Ardwick, Lancashire, Clerk. Feb 23 at 3 at offices of Fox, Princess st, Manchester
 Parker, Charles Thomas, Ashbourne, Derby, Watchmaker. Feb 28 at 11 at offices of Duke, Christ Church passage, Birmingham
 Perry, Frederick, Birmingham, Wood Turner. Feb 20 at 12 at offices of Powell, Clarendon chambers, Temple st, Birmingham
 Prince, John, Bury, Lancashire, Green Grocer. Feb 23 at 3 at offices of Grundy and Co, Union st, Bury
 Purkis, William John, Chipping Ongar, Essex, Hair Dresser. Feb 17 at 11 at office of Hunter, London wall. Ede, Clements lane
 Quartly, William, Brighton, Sussex, Commission Agent. Feb 21 at 2 at offices of Miles, New rd, Brighton
 Rawlinson, John, Runcorn, Cheshire, Block Maker. Feb 23 at 11 at offices of Linaker, High st, Runcorn
 Richardson, William, Warrington, Lancashire, Builder. Feb 23 at 3 at offices of Davies and Brook, Market place, Warrington
 Rozavivsky, Louis, Regent st, Jeweller. Feb 21 at 12.30 at offices of Evans and Co, John st, Bedford row
 Salter, John, Leeds, Confectioner. Feb 24 at 3 at offices Carr, Albion st, Leeds
 Seales, Richard, Rawtenstall, Lancashire, Grocer. Feb 24 at 2 at offices of Addleshaw and Warburton, King st, Manchester
 Sherlock, William, Bolton, Lancashire, Joiner. Feb 24 at 10 at offices of Richardson, Wood st, Bolton
 Short, Charles, Jun, Bretell lane, Stafford, Grocer. Feb 19 at 3 at office of Coils, Market st, Stourbridge
 Sibson, George, Leeds, Boot Maker. Feb 23 at 3 at office of Fawcett and Malcolm, Park row, Leeds
 Slade, Henry, Woolston, Southampton, Butcher. Feb 20 at 3 at office of Swayne, Portland st, Southampton
 Snowden, William, Boyson rd, Walworth, Coal Merchant. Feb 25 at 12 at office of Crump, Rood lane. Johnson, Stonefield st, Islington
 Stephens, Henry, Maidenhead court, Cripplegate, Manufacturer. Feb 24 at 3 at office of Cooper, Charing cross
 Stevens, Thomas, Smith st, Camberwell New rd, Grocer. Feb 23 at 11 at office of Russell, Walbrook
 Stoddart, Herbert, Bow, Devon, Superintendent of Police. March 2 at 3 at the Castle Hotel, Cavendish, Exeter
 Taylor, Henry, Halifax, York, Oil Cloth Manufacturer. Feb 23 at 11 at office of Rhodes, Horton st, Halifax
 Thornback, James, Dorset rd, Clapham rd, Grocer. Feb 25 at 3 at office of Butcher, Cheapside
 Tucker, George, Ilfracombe, Devon, Labourer. Feb 21 at 2 at the Queen's Hotel, High st, Ilfracombe. Boncraft, Barnstaple
 Wade, Joseph, Bradford, York, Butcher. Feb 20 at 11 at office of Wood and Killick, Commercial Bank buildings, Bradford
 Walpole, Frederick, Nottingham, Carriage Mender. Feb 25 at 10 at offices of Rogers, Willoughby House, Low pavement, Nottingham.
 Ward, William, Southampton, Upholsterer. Feb 20 at 3 at offices of Holmes, Eastchurch, Green and Moberly, Southampton
 Whiting, Edward, Sheringham, Lancashire, Beer-seller. Feb 21 at 11 at office of Lees, King st, Wigan
 Wilby, George, Tealby, Lincoln, Grocer. Feb 21 at 11 at office of Jays, Bank st, Lincoln. Fagn, Jun, Lincoln

Williams, John Price, Liverpool, Draper. Feb 18 at the Home Trade Association Rooms, 8, York st, Manchester (in lieu of the place originally named)
 Wyatt, James, James Daniel Coates, and John Coates, Bath, Somerset, Butchers. Feb 20 at 11 at offices of Bartrum, Northumberland buildings, Bath
 Yeoman, Joseph, Park rd, Dalton, Contractor. Feb 25 at 3 at the Guildhall Tavern, Gresham st. Ashurst and Co, Old Jewry

FUNERAL REFORM.—The exorbitant items of the Undertaker's bill have long operated as an oppressive tax upon all classes of the community. With a view of applying a remedy to this serious evil the LONDON NECROPOLIS COMPANY, when opening their extensive cemetery at Woking, held themselves prepared to undertake the whole duties relating to interments at fixed and moderate scales of charge, from which survivors may choose according to their means and the requirements of the case. The Company also undertakes the conduct of Funerals to other cemeteries, and to all parts of the United Kingdom. A pamphlet containing full particulars may be obtained, or will be forwarded, upon application to the Chief Office, 2 Lancaster-place, Strand, W.C.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.
 No. 117, CHANCERY LANE, FLEET STREET.

HENRY GREEN, Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of twenty-five years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. Officially stamped forms for advertisement and file of "London Gazette" kept. By appointment.

EDE AND SON, ROBE MAKERS.

By Special Appointment To HER MAJESTY, THE LORD CHANCELLOR, The Whole of the Judicial Bench, Corporation of London, &c.

SOLICITORS' AND REGISTRARS' GOWNS.
 BARRISTERS' AND QUEEN'S COUNSELS' DITTO.

CORPORATION ROBES.
 UNIVERSITY AND CLERGY GOWNS, &c.
 ESTABLISHED 1659.

94, CHANCERY-LANE, LONDON.

YATES & ALEXANDER,
 PRINTERS, LITHOGRAPHERS, STATIONERS,
 ETC.

SYMONDS INN, 23, CHANCERY-LANE,
 LONDON.

Every description of Printing.

Chancery Bills and Answers	Catalogues
Appeals	Prospectuses
Parliamentary Minutes	Magazines
Books	Newspapers
Pamphlets	Circulars
Reports	Posters
Rules	Handbills, &c., &c.

MADAME TUSSAUD'S EXHIBITION

BAKER-STREET.—Great Attractions.—The CARRIAGE used by NAPOLEON III. at Metz, Chalons, and Sedan, with numerous relics of the campaign of 1870. Portrait Models of MARSHAL BAZAINE and McMAHON, M. THIERS, FRANCIS JOSEPH of AUSTRIA, and the SHAH of PERSIA, with the original autograph and testimonial presented to Madame Tussaud and Sons, July 3rd, 1873, as a souvenir of His Imperial Majesty's visit, are now added; also, new superb and costly Court dresses. Admission, 1s. Children under ten, 6d. Extra rooms, 6d. Open from 10 a.m. till 10 p.m.

ROYAL POLYTECHNIC.—Travellers' Safety.

TWO new LECTURES—the first, SAFETY AT SEA (in which will be discussed the best method of lowering boats); the second lecture, SAFETY ON LAND (in which railway matters will be discussed) will shortly follow. Mr. Howard Paul during the week. Jane Conquest. Sugar and the Silver Light, by Professor Gardner. Domestic Electricity, Mr. King. Other entertainments. Open 12 and 7. Admission 1s.

CARR'S, 265, STRAND.

Dinners (from the joint) vegetables, &c., 1s. 6d., or with Soup or Fish, 2s. and 2s. 6d. "If I desire a substantial dinner off the joint, with the agreeable accompaniment of light wine, both cheap and good, I know only of one house, and that is in the Strand, close to Dame Inn. There you may wash down the roast beef of old England with excellent Burgundy, at two shillings a bottle, or you may be supplied with half a bottle for a shilling."—All the Year Round, June, 18, 1864, 440 page.

The new Hall lately added is one of the handsomest dining-rooms in London. Dinners (from the joint), vegetables, &c., 1s. 6d.

IMPROVED AND ECONOMIC COOKERY.—USE

LIBBIG COMPANY'S EXTRACT OF MEAT as "stock" for soups, sauces, made dishes and gravies; gives fine flavor and great strength. Invariably adopted in households when fairly tried. CANTON.—Genuine only with Baron Liebig's facsimile across label.

ESTATES AND HOUSES to be SOLD or LET.—
Messrs. VENTOM, BULL, & COOPER'S Monthly Register, containing full particulars of Estates and Farms, Furnished and Unfurnished Houses in town and country, Ground Rents and Investments generally, may be had free on application or by post for one stamp. Owners having properties for disposal are invited to send full particulars to the Auction and Estate Agency Offices, 8, Bucklersbury, E.C.

In Liquidation.—By Order of the Trustee and Committee of Inspection. Two valuable old Policies of Assurance in the Scottish Widows' Fund for £2,000 and £1,000 respectively, with bonus additions amounting to £2,790, and very large expected further bonuses, valuable Absolute Reversions to £1,900 New Three per Cent., and £84 per annum in Red Sea Annuities; the Life Interest of a Gentleman in a Copyhold House on Barnes Green, let at £70 per annum; and a contingent Life Interest in the sums of £1,000 and £1,400.

MESSRS. VENTOM, BULL, & COOPER will **SELL BY AUCTION**, at the MART, Tokenhouse-yard, on **TUESDAY, FEBRUARY 17, at TWELVE for ONE o'clock**, the FOLLOWING INTERESTS:—

Lot 1. A Policy of Assurance in the Scottish Widows' Fund effected on the life of a gentleman now aged 65, for £3,000, with bonus additions amounting to £1,690. Annual premium £32 2s. 6d.

Lot 2. A Policy of Assurance in the same office and on the same life, for £2,000, with bonus additions amounting to £1,120. Annual premium £34 15s.

A further bonus will be declared in May on the above Policies, which it is anticipated will be of very large amount.

Lot 3. The Absolute Reversion to £1,900 New Three per Cent., receivable on the death (without issue) of a lady now aged 64.

Lot 4. The Absolute Reversion to £84 in Red Sea Annuities, terminable in 1902, and subject to the same life.

Lot 5. The Life Interest of a gentleman now aged 67, during the joint lives of himself and his wife now aged 58, in a copyhold house on Barnes Green now let at £70 per annum.

Lot 6. A Contingent Life Interest of a gentleman now aged 66, subject to his surviving a lady now aged 57, in the sums of £1,000 and £1,400 invested upon Mortgage of a Freehold Estate.

Particulars and conditions of sale may be had of

Messrs. LAWRENCE, PLEWIS, & BOYER, Solicitors, 14, Old Jewry Chambers; of

Messrs. C. F. KEMP, FORD, & Co., Accountants, 8, Walbrook; at the MART; and of the Auctioneers, 8, Bucklersbury, E.C.

A valuable Policy of Assurance in the Standard Life Assurance Company.

MESSRS. VENTOM, BULL, & COOPER will **SELL BY AUCTION**, at the MART, Tokenhouse-yard, on **TUESDAY, FEBRUARY 17th, at TWELVE for ONE o'clock**, a POLICY OF ASSURANCE for £700, effected on the life of a gentleman now aged 79, in the Standard Life Assurance Company. Annual premium £23 14s. 5d.

Particulars and conditions of sale may be had as in preceding advertisement.

To Barristers, Solicitors, and others.—Gray's Inn-square.—A suite of convenient Chambers, comprising four good rooms and usual accommodation, on the second floor of No. 11, Gray's Inn-square, held for an unexpired term of 18 years, from Michaelmas 1873, with the right of renewal for a further term of 21 years, from the Honourable Society of Gray's Inn, subject to their rules and regulations, and now let at the inadequate rent of £40 per annum.

MESSRS. VENTOM, BULL, & COOPER will **SELL** the above **BY AUCTION**, at the AUCTION MART, Tokenhouse-yard, on **TUESDAY, FEBRUARY 17th, at TWELVE for ONE o'clock**.

Particulars and conditions of sale may be had as in preceding advertisement.

Two valuable Patents.

MESSRS. VENTOM, BULL, & COOPER will **SELL BY AUCTION**, at the MART, Tokenhouse-yard, on **TUESDAY, FEBRUARY 17th, at TWELVE for ONE o'clock**, the valuable PATENT, known as the Anti-Mildew Grain and Seed Protector, invented by Mr. Jean M. Joannides, for protecting grain and seed from the damaging effects of close storing in ships and granaries, and which cause heavy losses annually to shippers, merchants, and others; also a Patent in the apparatus invented by Mr. Jean M. Joannides and Mr. L. M. Adair, for ventilating, protecting, and preserving goods when packed. The apparatuses have both been practically tested, and have fully realised the sanguine expectations formed of them by most eminent and scientific authorities.

Particulars and conditions of sale may be had of

H. MONTAGUE Esq., Solicitor, 3, Bucklersbury; of H. J. COBURN Esq., 54, Leadenhall-street; and of the Auctioneers, 8, Bucklersbury, E.C.

Acton, Middlesex.—Desirable Leasehold Investment.

MR. W. H. COLLIER is instructed to **OFFER BY AUCTION**, at the Station Hotel, Acton, on **MONDAY, FEBRUARY 23, at SIX for SEVEN in the evening**, in One or more Lots, a LEASEHOLD PROPERTY, of the estimated value of £300, arising from 1 to 4, Ledbury-park-villas, Park-road East; 1 and 2, St. Ann's-villas, Avenue-road; three shops, Nos. 1, 2, 3, Park-terrace, Park-road East; 1 and 2, Priory-cottages, Prince's-terrace; 1 to 4, Osborne-cottages, Osborne-road; and two cottages and laundry, Stanley-road, Acton. The purchase-money may be paid by a deposit of 10 per cent., and the balance can remain on mortgage at 5 per cent., to be paid in twelve years by equal quarterly instalments: but the whole or any part of the balance may be paid off at any time without notice.

Particulars and conditions of sale may be obtained ten days before the sale at the principal inn in the neighbourhood; of

Messrs. RUSSELL, DAVIES, & RUSSELL, solicitors, 80, Coleman-street; of the Auctioneer, 14, Moorgate-street, E.C.; and at the place of sale.

MESSRS. DEBENHAM, TEWSON & FARMER S LIST OF ESTATES AND HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

Clapham-park, at a convenient distance from Clapham-road Station.—An excellent Leasehold Family Residence, built by the late Mr. Cubitt, with stabling and grounds of an acre and a half, occupying one of the best positions in the park, and in first rate order throughout. With possession. By order of the Executors of Edward Walster, Esq., deceased.

MESSRS. DEBENHAM, TEWSON, & FARMER will **SELL**, at the MART, on **TUESDAY, FEBRUARY 24, at TWO**, the capital, detached RESIDENCE known as Seasons-lodge, on the east side of King's-road, Clapham-park, approached by a carriage drive, and containing seven bed rooms, a dressing room, a bath room, entrance porch and hall, drawing room about 23 feet by 15 feet, dining room about 23 feet by 16 feet, library, smoking room, large kitchen, and ample domestic offices. The stabling consists of three stalls, double coach-house, and harness-room, with loft and man's room over. A considerable sum of money has been expended on the grounds, which contain a choice collection of shrubs and trees; in the rear of the residence is a handsome lawn, likewise an extensive fruit and vegetable garden, in which are a tool-house, poultry-house, pigsty, &c. there is also a lawn in front of the house. A small portion of the kitchen garden is held for 2 1/2 years (less four days) from Michaelmas, 1868, the remainder for 34 years from Michaelmas, 1863, at the very low rent for the entirety of £185 per annum. May be viewed, between 10 and 4, by cards, to be had of the Auctioneers.

Particulars of

Messrs. WHITES, RENARD, & Co., Solicitors, 28, Budge-row; and of Messrs. DEBENHAM, TEWSON, & FARMER, 80, Cheapside, City.

TO BARRISTERS AND SOLICITORS.—Several

Suites of Chambers to Let, in the Fireproof Buildings, Lincoln's-Inn Chambers, 40, Chancery-lane, One Suite of 3 Rooms, First Floor, Ditto 3 Rooms on Second Floor, 8 Good Rooms on Ground and next Floor, suitable for Solicitors. Two Rooms and anti-room on Ground Floor and several other Suites on Basement and Third Floor.—Apply to F. Chiffarrell, 35, Curator-street; or the Porter on the Premises.

UNIVERSAL LIFE ASSURANCE SOCIETY,
1, KING WILLIAM-STREET, LONDON, E.C.

Established 1831.

JOHN FARLEY LEITH, Esq., M.P., Q.C., Chairman.
WILLIAM NORRIS NICHOLSON, Esq., Deputy-Chairman.
George Henry Brown, Esq. John Jackson, M.D.
The Hon. James Byng. James Joseph Mackenzie, Esq.
Henry Walford Green, Esq. Sir MacDonald Stephenson.
Osgood Hanbury, Esq. Chas. Freville Sartorius, Esq.

Actuary and Secretary—FREDERICK HENDRICKS, Esq.

The accumulated profits of the Universal, at the Thirty-ninth annual investigation in 1872 amounted to £237,856. Upwards of four-fifths of this sum is reserved to enter into the average of future years. The remaining fifth allows of a reduction of the premium upon all participating policies six years in force on the same liberal scale as for several years past; namely, 50 per cent., or one-half the original premium. Policies upon which the premium was originally £100, will thus be charged with £50 only of premium for the current year, May, 1873-74. Policies in force £3,222,388. Accumulated Funds, £967,709. Annual income, £162,604.

The Directors beg to draw attention to the great economy of premiums in this Society, to its large reserves, and to its experience of nearly 40 years, during which it has secured the utmost possible benefit to the assured. The policy holders have received cash returns of upwards of £750,000, in addition to about two millions sterling paid for claims upon deaths.

Branch Offices and Agencies in Calcutta, Madras, Bombay, and Ceylon. Additional Agents required in the United Kingdom.

THE AGRA BANK (LIMITED).
Established in 1833.—Capital, £1,000,000.

HEAD OFFICE—NICHOLAS-LANE, LOMBARD-STREET, LONDON
BRANCHES in Edinburgh, Calcutta, Bombay, Madras, Kurrachee, Agra, Lahore, Shanghai, Hong Kong.

CURRENT ACCOUNTS are kept at the Head Office on the terms customary with London bankers, and interest allowed when the credit balance does not fall below £100.

DEPOSITS received for fixed periods on the following terms, viz.:—At 5 per cent. per annum, subject to 12 months' notice of withdrawal. For shorter periods deposits will be received on terms to be agreed upon.

BILLS drawn at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent or collection.

SALES AND PURCHASES effected in British and foreign securities, in East India Stock and loans, and the safe custody of the same undertaken.

Interest drawn, and army, navy, and civil pay and pensions realised. Every other description of banking business and money agency British and Indian, transacted.

J. THOMSON, Chairman.